



**CITY COMMISSION MEETING
AGENDA FOR DECEMBER 12, 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

PRESENTATION Christmas Parade Award Presentations

PRESENTATION Duke of Paducah to Dann D. Patterson

PRESENTATION Right of Way Pavement Management Program Update by BFW - M. Mansfield

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for the November 28, 2023, Special Called Meeting of the Board of Commissioners
	B.	Receive & File Documents
	C.	Reappointment of Dann Patterson and Appointment of Kevin Kauffeld to the Barkley Regional Airport Authority Board.
	D.	Appointment of Jacquelyn Carruthers to the Paducah-McCracken County Senior Citizens Board
	E.	Reappointment of Sara Bradley, Kelm Burchard and Glenn Denton to the Paducah Convention & Visitors Bureau Board of Directors.
	F.	Appointment of Benny Heady to the Commissioners of Water Works.
	G.	Personnel Actions

		H.	Authorize the Acceptance of Kentucky Office of Homeland Security Grant in the Amount of \$29,100 - B. LAIRD
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize Contract Modification with Midstates Construction for Robert Cherry Civic Center in the amount of \$166,073.30 - A. CLARK
		B.	Approve an Agreement with Communications International in an amount of \$10,013,436.64 for the Paducah-McCracken County 911 Radio Upgrade - D. JORDAN
		C.	Approve Amendment # 10 to the Agreement with Federal Engineering for Radio System Implementation Support not exceeding \$265,782 - B. LAIRD
		D.	City of Paducah Retiree Death Benefit Plan Adoption - S. WILCOX
	III.	<u>ORDINANCE(S) - ADOPTION</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
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Joint Sewer Agency Easement - S. KYLE /J. HODGES
	V.	<u>DISCUSSION</u>	
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>	

November 28, 2023

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, November 28, 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 arrived at 5:02 p.m.

INVOCATION

Commissioner Guess led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

DELETION: Ordinance Adoption Item III-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.

PRESENTATIONS

Communications Manager Pam Spencer provided the following summaries:

Paducah Civic Beautification Board Annual Business Awards

In addition to a special beautification award presented to Dennis Rouleau with Barkley Regional Airport, the Paducah Civic Beautification Board presented annual business awards to the following 17 businesses:

Downtown

1. Clymer Law, PLLC, 629 Washington Street
2. Cynthia's Ristorante, 125 Market House Square
3. Market House Theatre Kentucky Avenue Properties: Studio 200, 209 Marine Way and Dance MHT Studios, 249 Marine Way
4. Mike's Automotive Repair, 703 S. 3rd Street
5. The Focus Building, 221 Kentucky Avenue

Lower Town

6. A.I.R. Studio, 621 Madison Street

Midtown

7. Adam Ford State Farm Insurance, 2601 Jackson
8. Jennings & Associates Financial Advisors, LLC, 1920 Broadway
9. Music Garden, Bob Noble Park - El Arbol Garden Club, Fleur de Lis Garden Club, Four Seasons Garden Club, LaPetite Fleur Garden Club, Paducah Garden Club, Prestwick Garden Club and Potting Shed Garden Club, City of Paducah Parks & Recreation Department, and several private donors
10. OKN Mercantile, 121 S. 17th Street
11. Pat & Jim Brockenborough Rotary Health Park, 421 N. 13th Street
12. Sullenger Law Office, PLLC, 2508 Jefferson

West End

13. Baptist Health Medical Group Pulmonary & Critical Care, 546 Lone Oak Road
14. Chantillies, 540 N. 32nd Street

Mall Area

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15. Flamingo Row, 2640 Perkins Creek Drive
Southside
16. Kolb Park, 1650 S. 6th Street
17. Taco John's, 2201 Bridge Street"

Paducah Power Annual Audit

"Paducah Power System Director of Finance Doug Handley presented the public power provider's annual audit report. The audit shows that Paducah Power is in a strong position with strong internal controls. The audit did not have any recommendations for improvement."

MAYOR'S REMARKS:

Communications Manager Pam Spencer provided the following summary:

"City Block Update

Mayor George Bray provided a brief update on the City Block Project in downtown Paducah. The public parking area is open. Mayor Bray is in contact with developer, Weyland Ventures, as Weyland seeks a financing partner to launch the boutique hotel for the Jefferson Street side of the block. However, due to the holidays, Mayor Bray doesn't expect a significant update from Weyland until next year."

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 November 14, 2023, Special Called Meeting of the Board of Commissioners
I(B)	Receive and File Documents: <u>Deed File:</u> 1. Deed of Conveyance – City of Paducah to Paducah-McCracken County Habitat For Humanity, Inc. – MO #2788 <u>Contract File:</u> 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 <u>Financials File:</u> 1. Electric Plant Board Years Ended June 30, 2023 and 2022 2. Transit Authority of Paducah – Year Ended June 30, 2023 <u>Bids File:</u> Contract For Uniform Services for the Fire Department MO #2828 Gall's, LLC
I(C)	Appointment of Cheryl Sullivan to the Creative & Cultural Council to replace Morgan Walker, who resigned. This term shall expire March 24, 2025.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER AUTHORIZING A CONTRACT BETWEEN ESRI AND THE CITY OF PADUCAH, ON BEHALF OF THE MEMBERS OF THE

November 28, 2023

	MAP~GIS CONSORTIUM, FOR A MULTI-JURISDICTIONAL ENTERPRISE LICENSE AGREEMENT (MO #2831; BK 13)
I(F)	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 (MO #2832; BK 13)

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

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

MUNICIPAL ORDER

CONTRACT WITH EVRARD COMPANY INCORPORATED – KENTUCKY DIVISION – CONSTRUCTION OF DOG PARKS AND ROADWAY IMPROVEMENTS – NOBLE PARK IN THE AMOUNT OF \$612,700

Commissioner Henderson, offered Motion, seconded by Commissioner Guess, that the Board of Commissioners approve a Municipal Order entitled, “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.”

After discussion, Commissioner Smith offered motion, seconded by Commissioner Guess, to amend the motion to enter into the Contract with Evrard Company, Inc., but to exclude Alternative #1 and Alternative #2 as part of the contract.

On call of the roll, yeas, Commissioners Guess and Smith (2). Nays, Commissioners Henderson, Wilson, and Mayor Bray (3). Motion Fails.

The original motion was adopted on call of the roll yeas, Commissioners Henderson, Wilson, and Mayor Bray (3); Nays Commissioners Guess and Smith. (MO #2833; BK 13)

Public comment: Jack Buri thanked the Commission for allowing dog park uses to have input on the new facility. He requested clarification on whether or not the new dog park would be open prior to removing the current park at Stuart Nelson. Mayor Bray confirmed that it is their intention to have the new facility operational before removing the current facility.

ORDINANCE ADOPTIONS

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

November 28, 2023

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

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-11-8794; BK 36)**

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

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

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-11-8795; BK 36)**

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

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

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-11-8796; BK 36)**

ORDINANCE INTRODUCTIONS

TEXT AMENDMENT OF SECTION 126-76 SIGN REGULATIONS

November 28, 2023

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126-76, SIGN REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH KENTUCKY.” This Ordinance is summarized as follows: This ordinance accepts and adopts the recommendation of the Paducah Planning Commission dated November 6, 2023, to amend Section 126-76 Sign regulations of the Paducah Zoning Ordinance. The changes are related to the permitting projecting signs in the B-2 Downtown Business Zone, clarifying enforcement of the sign code, revising definitions, bringing the sign code into conformity with the *City of Austin, Texas v. Reagan National Advertising of Austin, LLC*, and creating performance standards for murals.

APPROVE A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH RITTER COMMUNICATIONS

Commissioner Smith offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: This Ordinance formally accepts the bid of Ritter Communications 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 November 11, 2022, and subsequent addendum. Further, this Ordinance grants a ten (10) year, non-exclusive telecommunications franchise to Ritter Communications, pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances of the City of Paducah.

AMEND CHAPTER 2, ARTICLE X “CODE OF ETHICS” OF THE PADUCAH CODE OF ORDINANCES

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: This ordinance amends Chapter 2, Article X “Code of Ethics” of the Code of Ordinances of the City of Paducah. This amendment updates definitions, amends dollar limits related to gifts and honoraria from \$100 to \$200, updates wording related to the misuse of confidential information, defines violations of the Code of Ethics as misconduct, expands financial interest statement requirements to department-head level directors, sets a regular meeting date for the board of ethics, and updates and simplifies the process of filing complaints and the procedure for holding hearings. Further, this ordinance creates new sections related to withdrawal from participation, endorsements, meeting attendance, social media, e-mail and text messages, incompatible offices, equal employment, conduct, City Policies, and City Ordinances.

November 28, 2023

AMEND THE DEFINITION OF PROJECT IN THE SERIES 2020A BOND ORDINANCE TO INCLUDE OTHER PUBLIC PROJECTS

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: This ordinance amends the definition of "Project" as it is used in the Series 2020A Bond Ordinance to reflect the updated project uses. Updated project uses include an outdoor public sports complex, new terminal facilities and improvements at Barkley Regional Airport, new facilities and equipment to be utilized by the 911 Communication Services Division of the Police Department, and one or more additional public projects deemed necessary or desirable by the Board of Commissioners.

COMMENTS

COMMISSIONER SMITH:

- Made inquiry regarding the status of the old vacant school located in Forest Hills. The Mayor responded that the Paducah Independent Schools owns that property and it is the obligation of the School Board to address the issue. He further commented that this will be a 2024 initiative for him.

CITY MANAGER

- Invites everyone to attend the Christmas Parade on Saturday, December 2, 2023.
- Thanked all the employees that have decorated around Paducah and for the successful tree lighting ceremony.

EXECUTIVE SESSION

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

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

RECONVENE IN OPEN SESSION

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

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

November 28, 2023

ADJOURN

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

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

TIME ADJOURNED: 7:39 p.m.

ADOPTED: December 12, 2023

George Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

December 12, 2023

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Special Called Meeting of the Board of Commissioners – November 14, 2023
2. Notice of Special Called Meeting of Board of Commissioners – November 28, 2023

Contract File:

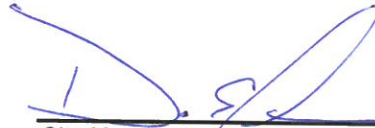
1. Contract Modification #4 – Midstates Construction – Civic Center Renovation Project - \$12,369.08 – MO #2822
2. Contract Modification #5 – Midstates Construction – Civic Center Renovation Project - \$4,790.15 – MO #2823
3. Addendum to Lease Agreement with Heritage Operating, LLC d/b/a Cremation Society of Paducah – MO #2824
4. Notice of Award – Uniform Services for the Fire Department – Galls, LLC – MO #2828
5. Regional Government Enterprise Agreement renewal with ESRI, Inc. for an additional three years – MO #2831
6. Agreement – City of Paducah 2024-2025 Fuel Contract with JSC Terminal, LLC d/b/a MidWest Terminal – MO #2832
7. Contract Modification #1 – South 25th Street Improvement Project with Central Paving Co. \$69,535.09 – ORD 2023-11-8794
8. Contract Modification #2 – Construction Contract with Jim Smith Contracting, LLC - \$127,300 – ORD

Bids File:

1. Paducah's Fuel Contract 2024-2025 – MO #2832f
 - a. JSC Terminal LLC d/b/a Midwest Terminal *sole bid

CITY OF PADUCAH
December 12, 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

December 7, 2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
December 12, 2023**

NEW HIRES - FULL-TIME (F/T)

<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Williams, Daniel E.	Fleet Mechanic II	\$21.39/hr	NCS	Non-Ex	December 14, 2023

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

<u>FIRE - PREVENTION</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>
Fugate, Leslie F.	Chief Building Inspector \$39.77/hr	Chief Building Inspector \$40.96/hr	NCS	Non-Ex	November 30, 2023
Stevens, Matthew C.	Deputy Fire Marshal \$32.11/hr	Deputy Fire Marshal \$32.91/hr	NCS	Non-Ex	November 30, 2023

HUMAN RESOURCES

Wilcox, Stefanie E.	Human Resources Director \$53.43/hr	Human Resources Director \$55.03/hr	NCS	Ex	December 14, 2023
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PLANNING

Sommer, Josh	Planner III \$34.28/hr	Planner III \$35.31/hr	NCS	Ex	December 14, 2023
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POLICE

Hodges, William J.	Detective Captain \$43.16/hr	Captain / Professional Standards \$43.16/hr	NCS	Ex	December 14, 2023
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TECHNOLOGY

Holbrook, Spencer W.	Help Desk Technician \$19.83/hr	Help Desk Technician \$20.42/hr	NCS	Non-Ex	November 30, 2023
Shaw, Emma L.	Software Manager \$41.76/hr	Software Manager \$43.07/hr	NCS	Ex	November 30, 2023

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Collins, Kevin L.	Patrolman	Retirement	November 30, 2023
<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Patnaude, Travis A.	Solid Waste Truck Driver	Resignation	November 9, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: December 12, 2023

Short Title: Authorize the Acceptance of Kentucky Office of Homeland Security Grant in the Amount of \$29,100 - **B. LAIRD**

Category: Municipal Order

Staff Work By: Joseph
Hayes, Hope Reasons
Presentation By: Brian
Laird

Background Information: The State Homeland Security Grant Program (SHSGP) assists states to build, sustain, and deliver capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. To be funded, projects must (1) demonstrate a terroristic preparedness nexus, (2) address threats and hazards identified in the State's Threat and Hazards Identification and Risk Assessments (THIRAs) and the corresponding National Core Capabilities, and (3) fall under an identified National Priority Area or Enduring Security Need. The Police Department has been awarded \$29,100 for a 16-foot, enclosed trailer for the Bomb Squad. There is no match required for this grant. The Paducah Board of Commissioners approved the application for this project on April 25, 2023 with MO 2729.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the acceptance of the grant award and the Mayor to sign all documentation related to same.

Attachments:

1. MO - accept – KOHS Grant – trailer for Bomb Squad
2. Draft Contract

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS
THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY IN
THE AMOUNT OF \$29,100 FOR PURCHASE OF 16-FOOT ENCLOSED
TRAILER FOR USE BY THE BOMB SQUAD OF THE PADUCAH
POLICE DEPARTMENT**

WHEREAS, on April 25, 2023, the Board of Commissioners approved Municipal Order No. 2729, which authorized the submission of a State Homeland Security Grant Application, which has now been awarded to the City of Paducah; and

WHEREAS, the City has been notified of a total award of \$29,100; and

WHEREAS, the City of Paducah now wishes to accept all awarded grant funds.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$29,100 through the Kentucky Office for the Paducah Police Department to purchase a 16-foot enclosed trailer for use by the Bomb Squad.

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

SECTION 3. No match is required for this grant.

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

George Bray, Mayor

ATTEST:

Claudia Meeks, Assistant City Clerk

Adopted by the Board of Commissioners, December 12, 2023
Recorded by Claudia Meeks, Assistant City Clerk, December 12, 2023
\\mo\grants\accept – KOHS Grant – trailer for Bomb Squad



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

SC 094 2400000878

Version: 1

Record Date:

Document Description: City of Paducah 23-136

Cited Authority: EMW-2023-SS-00097
2023 State Homeland Security Grant Program

Reason for Modification:

Issuer Contact:Name: Jennifer Annis
Phone: 502-564-2081
E-mail: jennifer.annis@ky.gov**Vendor Name:**
CITY OF PADUCAH

PO BOX 2267

PADUCAH KY 42002-2267

Vendor No. KY0033652**Vendor Contact**Name: CORIE COLE
Phone: 270-444-8512
Email: CCOLE@PADUCAH.KY.GOV**Effective From:** 11/30/2023**Effective To:** 11/30/2025

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		City of Paducah 23-136	\$0.000000	\$29,100.00	\$29,100.00

Extended Description:

Period of Performance

Effective Date: 11/30/2023

Expiration Date: 11/30/2025

Scope of Work: The City of Paducah shall use grant funds for the purchase of a bomb squad mission response trailer equipped with a rear drop door/side door, portable generator, power outlets, lighting, HVAC, workstation, storage cabinets/tool drawers, work bench, and related items requested in grant application 23-136 for the Paducah Police Department FBI Certified Bomb Squad.

Licensing and registration fees are not allowable under the State Homeland Security Grant Program and will be the responsibility of the City of Paducah.

Any change to the scope of work must be approved by the Kentucky Office of Homeland Security grants staff.

Shipping Information:Kentucky Office of Homeland Security
200 Mero Street

Frankfort KY 40622

Billing Information:Kentucky Office of Homeland Security
200 Mero Street

Frankfort KY 40622

TOTAL CONTRACT AMOUNT:	\$29,100.00
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2400000878	City of Paducah 23-136	

Memorandum of Agreement Template

Revised January 2023

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Office of Homeland Security ("the Commonwealth") and the City of Paducah ("the Contractor") to establish an agreement for pass-through federal grant funds. The initial MOA is effective from November 30, 2023 through November 30, 2025.

Scope of Services: The City of Paducah shall use grant funds for the purchase of a bomb squad mission response trailer equipped with a rear drop door/side door, portable generator, power outlets, lighting, HVAC, workstation, storage cabinets/tool drawers, work bench, and related items requested in grant application 23-136 for the Paducah Police Department FBI Certified Bomb Squad.

Licensing and registration fees are not allowable under the State Homeland Security Grant Program and will be the responsibility of the City of Paducah.

Any change to the scope of work must be approved by the Kentucky Office of Homeland Security grants staff.

Pricing: \$29,100.00

FFY 2023 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2023

Federal Agency: Department of Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

Kentucky Office of Homeland Security (KOHS) Terms and Conditions

KOHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing KOHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any request by KOHS staff to inspect any resource acquired through the program.
2. Sub-recipients notify KOHS immediately of any degradation of capabilities or critical resources.
3. Sub-recipients must respond to all informational requests by KOHS staff in a timely manner.
4. **Sub-recipients that submitted applications that included the sharing of resources must adhere to that agreement.**

Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this agreement.

Confidentiality

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The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this agreement.

Extensions and Amendments to this Agreement

The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)

Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Liability and Indemnity

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this agreement shall be determined according to applicable law.

Notices

Any notice, transmittal, approval, or other official communication made under this agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

Severability

If any provision of this agreement is held judicially invalid, the remainder of the agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Sole Benefit

This agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government, and is not intended to create any other beneficiaries.

Subcontractor Requirement

The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

Successors and Assigns

This agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this agreement shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Waiver of Breach

If a party waives enforcement of any provision of this agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT

Environmental Planning and Historic Preservation (EHP)

The Second Party acknowledges that any project considered to constitute groundbreaking, attachment of equipment to the interior or exterior of a building or structure, construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

Environmental Standards

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The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee

Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

Mutual Aid and Interoperability Memorandum of Understanding

The Second Party and any other local entities receiving benefit from these grant funds must have a Mutual Aid Memorandum of Understanding with the Kentucky State Police.

NIMS Requirements

In accordance with HSPD-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.

Property Control

Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is issued solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property.

Title: Subject to the obligations and conditions set for in 28 CFR Part 66, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Use and disposition: Equipment shall be used by the subrecipeint in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipient shall request, in writing, disposition instructions from KOHS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to KOHS immediately.

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Inventory: The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include a description of the property, a serial number or other identification number, the source of the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Annually, second party will submit all inventories to the KOHS via an online database or any other form or process deemed by the first party.

Equipment Marking

The Second Party agrees that, when practicable, equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security" in order to facilitate their own audit processes, as well as Federal audits and monitoring visits, which may result from receiving Federal funding. Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

Property Purchased by the First Party (KOHS)

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

This grant will provide reimbursement funding to the Second party for the specific scope of work described in the Extended Description. Successful completion by the Second party shall include the deliverables as listed in the Extended Description.

CONSIDERATION AND CONDITIONS FOR PAYMENT

Availability of Federal Funds

This grant award is contingent upon availability of federal funds approved by Congress.

Consultant Rate

Approval of this agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted and approved by the First Party and FEMA's National Preparedness Directorate prior to obligation or expenditure of such funds.

Earliest Date of Payment

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695 (7). Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Financial Management System

The Second Party agrees to establish and/or maintain a financial management system which shall provide for: Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this agreement and any attachment(s) thereto; and Accounting records that are supported by source documentation.

Interest Income

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Grant funds not reimbursed immediately to a vendor, subcontractor, etc. must be placed in an interest bearing account. The applicant agrees to be accountable for all interest earned with respect to these grant funds. Interest earned by this grant during the project must be reported and returned to KOHS quarterly.

Procurement

The acquisition of goods and services by the Contractor in performance of this agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (2 CFR).

For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2023 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$40,000 three (3) quotes will be obtained. For any equipment and/or services that are \$40,000 and over, the provisions of KRS 45A will apply.

Disadvantaged Business Requirement

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky APEX Accelerator (KY APEX) may be available to post bid notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to www.kyapex.com or contact their office at (859)259-0986.

Program Income

The applicant agrees to be accountable for all interest or other income earned by the Second Party with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, rebates, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from KOHS.

Reimbursement

The Second Party is required to sign this agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased. Reimbursement by the First Party to the Second Party shall not exceed the Total Amount as stated in the contractual agreement.

Contract Period

The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payments

Payments to Second Party:

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. **All invoices must be dated between the effective date and expiration date of this agreement.** All reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Final Request for Reimbursements:

Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

Transfer of Funds

The Second Party is prohibited from transferring funds between programs (State Homeland Security Grant Program, Law Enforcement Terrorism Prevention Program, Emergency Management Performance Grant, Interoperable Emergency Communications Grant Program, Emergency Operations Center Grant Program, or any other Federal Grant Program).

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Vendor Verification

The Second Party must verify that the grant lead applicant/sub-recipient and any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at <https://sam.gov/portal/SAM/##11>. Reimbursement will not be made without this verification.

Closeout

The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any federal or state regulations, statutes and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Fusion Center

The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/ Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Required submissions: AARs and IPs (as applicable)

Exercise Evaluation and Improvement Reports

Any Second Party funded to provide exercises must report on any scheduled exercise and ensure that an After Action Report (AAR) and Improvements Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise.

Financial and Compliance Audit Report

The Second Party agrees to submit each year, financial information on the total amount of federal funds expended. If the Second Party expends \$750,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. 2 CFR part 200, subpart F Audit of the States, Local Governments, and Non-Profit Organizations.

The Second Party is required to submit the Single Audit Report to the Federal Audit Clearinghouse (FAC) <https://harvester.census.gov/facweb/>. The FAC operates on behalf of the Office of Management and Budget (OMB). Its primary purposes are to:

- # Distribute single audit reporting packages to federal agencies.
- # Support OMB oversight and assessment of federal award audit requirement.
- # Maintain a public database of completed audits.
- # Help auditors and auditees minimize the reporting burden of complying with Single Audit requirements.

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the First Party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts,

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or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Quarterly Reports

The Second Party agrees to submit within 30 days after the end of each calendar quarter a written report on all programmatic and financial activities. Quarterly reports will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party.

Open Records

Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to Homeland Security records as defined by KRS 61 may not be disclosed without the written approval of the KOHS Executive Director.

Performance Timeline

Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Retention of Records

Records must be retained for three years from the day that the Kentucky Office of Homeland Security submits its final expenditure report for the federal grant funding this project.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Entire Agreement

This document forms the entire agreement between the parties as to scope and subject matter in this agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

2023 The Department of Homeland Security Standard Terms and Conditions

(DHS Standard Terms and Conditions Version 2-November 29, 2022)

The (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

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By accepting this agreement, the recipient and their executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients as (as defined in 2 C.F.R. Part 200 including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time the award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. **Subrecipients are not required to complete and submit this tool to DHS.** The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions I. Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. **II. Activities Conducted Abroad** Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained. **III. Age Discrimination Act of 1975** Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the

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usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources.

VI. Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968 Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. Copyright Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3002](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance

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with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title X Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

XIII. Energy Policy and Conservation Act Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 37293733](#), which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

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XIX. Limited English Proficiency (*Civil Rights Act of 1964, Title VI*) Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supportedorganizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. **XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#) unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the [Solid Waste Disposal Act](#), Pub. L. No. 89-272 (1965), (codified as amended by the [Resource Conservation and Recovery Act](#), 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

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Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#).) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions. **XXIX. Reporting Subawards and Executive Compensation** Reporting of first tier subawards - Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM Guidance](#) for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must Comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXIII. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXIV. USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c. **XXXV. Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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XXXVI. Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for the activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

XXXVII Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XXXVIII John S. McCain National Defense Authorization Act Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXXIX Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

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(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](https://www.fema.gov/buy-america-preference-in-fema-financial-assistance-programs-for-infrastructure).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the NOFO for further information on the Buy America preference and waiver process. **XL.E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** – Recipient State, Tribal, Local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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**MOA/PSC Exception Standard Terms and Conditions
Revised January 2023**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

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

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

18.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

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

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
[KRS Chapter 139](#) (SALES AND USE TAXES)
[KRS Chapter 141](#) (INCOME TAXES)
[KRS Chapter 337](#) (WAGES AND HOURS)
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

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

Lobbying Prohibitions

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

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

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Second Party:

Signature

Title

Printed Name

Date

First Party:

Signature

Executive Director

Title

Josiah Keats

Printed Name

Date

Approved as to form and legality.

Agenda Action Form

Paducah City Commission

Meeting Date: December 12, 2023

Short Title: Authorize Contract Modification with Midstates Construction for Robert Cherry Civic Center in the amount of \$166,073.30 - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: Authorize Contract Modification #6 with Midstates Construction for the Robert Cherry Civic Center Renovation Project in the amount of \$166,073.30. Contract Modification request includes the following:

Access control panel updates and additional materials for storefront openings in the amount of \$8,605.94
Additional asphalt excavation, fill, and conduit for parking lot lighting updates in the amount of \$5,016.67
ADA concrete parking stalls and entry ramps, and subgrade repairs in the parking lot in the amount of \$152,450.69

Additionally, the contractor requests a contract extension to accommodate the additional scope to include ADA parking stalls and entries, subgrade work in the parking lot. Final completion was originally scheduled for November 13, 2023. A request for Contract Extension #1 for 45 days, extending final completion to December 28, 2023. Contract extension #2 is a request for 60 additional days with substantial completion scheduled for February 26, 2024.

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

If yes, please list the Commission Priority: Facility Enhancements and Improvements

Communications Plan:

Funds Available: Account Name: ARPA Funding Project No. MR0093(PA0123) - \$110,036; and to the 2020A Bond Fund Account \$56,037.30

Account Number:

Staff Recommendation: Approve

Attachments:

1. MO - contract modification 6 – Midstates Robert Cherry Civic Center
2. 2147 - Cherry Civic Center - Construction RFP - 20231122
3. 2147 - Cherry Civic Center - Construction RFP - 20231201

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 6 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR THE ROBERT CHERRY CIVIC CENTER, IN THE TOTAL AMOUNT OF \$166,073.30, AND CONTRACT EXTENSION #2 OF SIXTY (60) DAYS, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED

WHEREAS, by Municipal Order No. 2715, the City of Paducah authorized an Agreement with Midstates Construction, Inc. in the amount of \$1,557,697 for the Robert Cherry Civic Center Renovation Project; and

WHEREAS, by Municipal Order No. 2760, the City Commission approved Contract Modification No. 1 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of \$51,108.15 and authorized the Mayor to execute all documents necessary on behalf of the City; and

WHEREAS, by Municipal Order No. 2774, the City Commission approved Contract Modification No. 2 to the Agreement with Midstates Construction, Inc., to add 45 days to the contract for a final completion date of December 28, 2023, and additions requested by the City for a total change in the amount of \$6,168.52.

WHEREAS, by Municipal Order No. 2792, the City Commission approved Contract Modification No. 3 to the Agreement with Midstates Construction, Inc. for other necessary changes and credits in an amount of \$7,097.38; and

WHEREAS, by Municipal Order No. 2822, the City Commission approved Contract Modification No. 4 with Midstates Construction, Inc. for the removal and replacement of 1 ½” underground natural gas piping in an amount of \$12,369.08; and

WHEREAS, by Municipal Order No. 2823, the City Commission approved Contract Modification No. 5 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of \$4,790.15 for new ventilation for the bathroom exhaust fans and additional hardware for kitchen and mechanical room doorways.

WHEREAS, it is now necessary to enter into Contract Modification No. 6 with Midstates Construction, Inc. for the following:

- RFP 26 – Opening 111A, 111B, 112A
Material and installation of aluminum storefront door openings

111A, 111B and 112A, including preferred hardware options by City of Paducah access control contractor - **\$8,605.94**

- RFP 27 – Parking Lot Electrical
Additional Saw cutting of existing asphalt excavation, rock fill, PVC conduit and wire based on updated drawings for parking lot rehabilitation received from BFW Engineering & Testing on 11-17-2023 - **\$5,016.67**
- RFP 28 – Concrete Parking and Subgrade Repairs
Material and labor to provide two concrete parking areas, concrete dumpster pad, and subgrade repairs in existing parking lot - **\$152,450.69**
- Total contract modification **\$166,073.30**

WHEREAS, to accommodate delays in delivery for materials and the additional scope to include ADA parking stalls and entries, and subgrade work in the parking lot. Original contract final completion was scheduled for November 13, 2023. Request for Contract Extension #1 for 45 days, extending contract final completion to December 28, 2023. Contract extension #2 is a request for 60 additional days to accommodate the owner's request for ADA parking stalls and entry ramps, and to provide subgrade repairs to the parking lot, with final completion scheduled for February 26, 2024.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 6 to the Agreement with Midstates Construction, Inc., for a price increase in the amount of \$166,073.30 as outlined above, and approve a 60-day extension, for a final completion date of February 26, 2024.

SECTION 2. The adoption of Contract Modification No. 6 increases the Agreement amount by \$166,073.30, henceforth increasing the total agreement to an amount of \$1,805,303.58. This expenditure shall be charged as follows: to the ARPA Funding Project No. MR0093(PA0123) - \$110,036; and to the 2020A Bond Fund Account \$56,037.30.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 12, 2023

Recorded by Lindsay Parish, City Clerk, December 12, 2023

mo\contract modification 6 – Midstates Robert Cherry Civic Center

November 22, 2023

Amie Clark, CPRP, Director
Parks and Recreation, City of Paducah
1400 H.C. Mathis Drive
Paducah, Kentucky 42001



Re: Renovation
Robert Cherry Civic Center
City of Paducah
2701 Park Avenue
Paducah, Kentucky 42001
PFGW File No. 2147

Dear Amie,

Please see attached Construction Proposals from Midstates Construction Co., Inc., for the above referenced project. I have included a summary below of each RFP attached.

REQUEST FOR PROPOSAL 26 (RFP 26): OPENING 111A, 111B, 112A

Rationale:

Material and installation of aluminum storefront door openings 111A, 111B and 112A per details provided in Architect's Supplemental Instructions 03 dated August 16, 2023, including preferred hardware options by city of Paducah access control contractor.

Proposal Amount: \$8,605.94 Add

REQUEST FOR PROPOSAL 27 (RFP 27): PARKING LOT ELECTRICAL

Rationale:

Additional saw cutting of existing asphalt excavation, rock fill, PVC conduit and wire based on updated drawings for parking lot rehabilitation received from BFW Engineering & Testing on November 17, 2023.

Proposal Amount: \$5,016.67 Add

The total request of these proposals is an addition of \$13,622.61. Please let me know if you have any questions or need additional information.

Sincerely,
Peck Flannery Gream Warren Inc.

A handwritten signature in black ink, appearing to read 'Jeff Canter', is written over a light blue horizontal line.

Jeff Canter, NCARB, AIA
Project Architect

Attachment: RFP 26 – OPENING 111A, 111B, 112A
RFP 27 – PARKING LOT ELECTRICAL



xc: Logan Gay, Midstates Construction Co., Inc.
Randy Crouch, City of Paducah, Public Works Department
Chris Ferrell, City of Paducah, Public Works Department
Ryn Norris, Marcum Engineering
Kip Kessler, BFW Engineering & Testing
Kenny McDaniel, BFW Engineering & Testing

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477

FAX: 270-442-8526

November 16, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 26)

Attn: Jeff Canter, NCARB, AIA

Please find below cost breakdown of material and labor to install aluminum storefront door openings 111A, 111B, and 112A per details provided in Architect's Supplemental Instructions 03 dated August 16, 2023 including preferred hardware options by City of Paducah access control contractor.

	<u>Material</u>	<u>Labor</u>	<u>Sub</u>
Sullivan Glass, LLC (See attached)			\$7,746.11
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,746.11</u>
BURDEN	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,746.11</u>
Total Material, Labor & Sub:		\$7,746.11	
5% Overhead:		\$387.31	
5% Profit:		<u>\$387.31</u>	
		\$8,520.73	
1% Bond		<u>\$85.21</u>	
Total:		\$8,605.94	

Sullivan Glass, LLC
7281 Mayfield Paducah Rd.
Boaz, KY 42027
Phone (270) 556-1009
Email: sullivanglassllc@gmail.com

Date: 11/13/2023

Mid States Construction
Logan Gay
loganmidstates@bellsouth.com

ROBERT CHERRY CIVIC CENTER Change Order

Provide labor and materials to construct and install:

- (1) LH Door
- (2) RH Doors

Medium Stile
Rim Panic
Power Transfer
Clear Anodized
1" Glass

Installed: \$7,746.11

We do not agree to replace any breakage caused directly or indirectly by any other than our own employees, nor clean any glass. Clerical errors are subject to correction. All electrified card readers by others. We will not be responsible for delays beyond our control.

Accepted by _____ Date _____

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477

FAX: 270-442-8526

November 17, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 27)

Attn: Jeff Canter, NCARB, AIA

Please see below for cost breakdown of material and labor to provide additional saw cutting of existing asphalt, excavation, rock fill, PVC conduit, and wire after receipt of Civil Drawings for Robert Cherry Civic Center Parking Lot Rehab on 11/17/2023.

	<u>Material</u>	<u>Labor</u>	<u>Sub</u>
Jay's Electric, Inc. (See attached)			\$4,515.44
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,515.44</u>
BURDEN	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,515.44</u>
Total Material, Labor & Sub:			\$4,515.44
5% Overhead:			\$225.78
5% Profit:			<u>\$225.78</u>
			\$4,967.00
1% Bond			<u>\$49.67</u>
Total:			\$5,016.67

Change order #3

Jay's Electric, Inc.

156 Ross Lane
Benton, Kentucky 42025
Tel. (270) 527-2201
Fax (270) 527-2202

WORK PERFORMED AT: Robert Cherry Civic Center

BILL TO: Midstate's Construction

ATT: Logan

Salesperson:	Brandon Harmon	Date of order:	11/17/23
Invoice number:		Invoice date:	
Order number:			

ITEM NO.	QTY.	DESCRIPTION	PRICE EACH	AMOUNT
		This change order is in response to the new Civil drawings that were provided to us today. The revised drawings show that the original bid plans scale is incorrect. Specifically the original sheet U1.1. This change order covers the additional distances needed to install the two parking lot lights.		
1	140	Feet of saw cutting the parking lot	2.50	350.00
2	140	Feet of ditch (Equipment & Fuel)	3.50	490.00
3	10	Tons of rock for backfill	29.58	295.80
4	140	Feet of 3/4" PVC	0.76	106.40
5	420	Feet of #10 wire	0.29	121.80
6	48	Labor (2 guys 3 days)	65.00	3,120.00

Sub total:	4,484.00
Overhead, Profit	0.00
KY Sales Tax 6%	31.44
You pay this amount:	4,515.44

rate: 0%

December 1, 2023

Amie Clark, CPRP, Director
Parks and Recreation, City of Paducah
1400 H.C. Mathis Drive
Paducah, Kentucky 42001



Re: Renovation
Robert Cherry Civic Center
City of Paducah
2701 Park Avenue
Paducah, Kentucky 42001
PFGW File No. 2147

Dear Amie,

Please see attached Construction Proposals from Midstates Construction Co., Inc., for the above referenced project. I have included a summary below of each RFP attached.

REQUEST FOR PROPOSAL 28 (RFP 28): Concrete Parking and Subgrade Repairs

Rationale:

Material and labor to provide two concrete parking areas, concrete dumpster pad, and sub grade repairs in existing parking lot per Civil Drawings provided by BFW Engineering & Testing, Inc. on November 17, 2023.

Proposal Amount: \$152,450.69 Add

REQUEST FOR CONTRAACT EXTENSION NO. 2:

Rationale:

Civil drawings were received on November 17, 2023, indicating required concrete parking spaces for owner to obtain Certificate of Occupancy upon completion of interior renovation. Additional work items of a new dumpster pad and repairs to four designated locations in the existing parking lot for subgrade repairs are also included in the exterior scope of work.

Notice to Proceed:	April 17, 2023
Original Contract Duration:	210 days
Original Final Completion:	November 13, 2023
Extension Request No. 1:	+45 days (dated 8/9/2023)
Revised Final Completion:	December 28, 2023
Extension Request No. 2	+60 days
Revised Final Completion:	February 26, 2024

The total request of this proposal is an addition of \$152,450.69. Please let me know if you have any questions or need additional information.

Sincerely,
Peck Flannery Gream Warren Inc.

A handwritten signature in black ink, appearing to read "JEFF CANTER".

Jeff Canter, NCARB, AIA
Project Architect



Attachment: RFP 28 – Concrete Parking and Subgrade Repairs
Request for Contract Extension No. 2 – Midstates

xc: Logan Gay, Midstates Construction Co., Inc.
Randy Crouch, City of Paducah, Public Works Department
Chris Ferrell, City of Paducah, Public Works Department
Ryn Norris, Marcum Engineering
Kip Kessler, BFW Engineering & Testing
Kenny McDaniel, BFW Engineering & Testing

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477

FAX: 270-442-8526

November 27, 2023

PFGW Architects
101 South 4th Street
Paducah, KY 42001

Re: Renovation
Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147
(RFP 28)

Attn: Jeff Canter, NCARB, AIA

Please see below cost breakdown of material and labor to provide two each concrete parking areas, concrete dumpster pad, and sub grade repairs in existing parking lot per Civil Drawings provided by BFW Engineering & Testing, Inc. on November 17, 2023.

	Material	Labor	Sub
1. Layout demolition items			
1 Carpenter 1 Laborer 6 hours @ \$44.00/hour		\$264.00	
2 cans marking paint @ \$10.48/each + TAX	\$22.22		
2. Cut off downspouts			
1 Laborer 3 hours @ \$18.00/hour		\$54.00	
3. Pull existing signage and dispose			
2 Laborers 5 hours @ \$36.00/hour		\$180.00	
4. Saw cut, asphalt removal, rock fill, concrete walks, concrete paving, dumpster pad, detectable warning mats			\$77,398.65
5. Shoot grade at parking areas/dumpster pad and monitor			
1 Carpenter 2 Laborers 24 hours @ \$62.00/hour		\$1,488.00	
Laser Level/rod @ \$339.00 + TAX	\$359.34		
Rebar pins: 35 each @ \$4.27/each + TAX	\$158.42		
6. Install plastic sheeting at building and storefront windows to protect from concrete splatter			
2 Laborers 6 hours @ \$36.00/hour		\$216.00	
4 mill sheeting: 1 roll @ \$62.48/roll + TAX	\$66.23		
2 rolls tape @ \$9.98/roll + TAX	\$21.16		
7. Remove plastic sheeting and dispose			
1 Laborer 3 hours @ \$18.00/hour		\$54.00	
8. Layout for parking signage			
1 Carpenter 1 Laborer 2 hours @ \$44.00/hour		\$88.00	
9. Excavate for parking signage and haul spoil			
1 Carpenter 1 Laborer 6 hours @ \$44.00/hour		\$264.00	
Auger @ \$104.00 + TAX	\$110.24		
10. Set signage posts and level			
1 Carpenter 2 Laborers 6 hours @ \$62.00/hour		\$372.00	
5 each 80# bags high strength concrete @ \$5.36/each + TAX	\$28.45		
11. Install parking signage			
1 Carpenter 3 hours @ \$26.00/hour		\$78.00	
Posts, signs, and hardware	\$1,218.05		
12. Layout and install concrete wheel stops			
1 Carpenter 2 Laborers 12 hours @ \$62.00/hour		\$744.00	
11 each 6' concrete wheel stops w/ pins @ \$40.69/each + TAX	\$474.54		
Hammer drill w/ bit @ \$42.00 + TAX	\$44.52		
1 bag non shrink grout @ \$18.51/each + TAX	\$19.62		
13. Parking area striping			\$550.00
14. Cold patch asphalt transition			\$2,062.50
15. Reinstall modified downspouts			
1 Carpenter 1 Laborer 4 hours @ \$44.00/hour		\$176.00	

16. Final clean parking area			
2 Laborers 6 hours @ \$36.00/hour		\$216.00	
17. Layout four areas at existing parking for subgrade repairs			
1 Carpenter 2 Laborers 10 hours @ \$62.00/hour		\$620.00	
1 can marking paint @ \$10.48/each + TAX	\$11.11		
18. Saw cut, excavation, geo fabric, rock fill and compaction of noted areas			<u>\$42,209.32</u>
	\$2,533.90	\$4,814.00	\$122,220.47
BURDEN		<u>\$1,684.90</u>	
	\$2,533.90	\$6,498.90	\$122,220.47
Total Material, Labor, & Sub:		\$131,253.27	
10% Overhead:		\$13,125.33	
5% Profit:		<u>\$6,562.67</u>	
		\$150,941.27	
1% BOND:		<u>\$1,509.42</u>	
Total:		\$152,450.69	

MIDSTATES CONSTRUCTION CO INC

GENERAL CONTRACTORS
P O BOX 253 730 NORTHVIEW
PADUCAH KY 42002-0253

PHONE: 270-442-5477

FAX: 270-442-8526

December 1, 2023

PFGW, Inc.
101 South 4th Street
Paducah, KY 42001

Re: Renovation to the Robert Cherry Civic Center
2701 Park Avenue
Paducah, KY 42001
PFGW File No. 2147

Attn: Jeff Canter, NCARB, AIA

Dear Mr. Canter,

Midstates Construction Co., Inc. hereby requests a 60 calendar day time extension on the above referenced project for the following reason:

Item 1: (Addition of Concrete Parking and Sub Grade Repairs)

Civil drawings were received on 11/17/2023 indicating required concrete parking spaces for owner to obtain Certificate of Occupancy upon completion of interior renovation. Additional work items of a new dumpster pad and repairs to four designated locations in the existing parking lot for subgrade repairs are also included in the exterior scope of work. This proposed change in scope of work and contract time extension request will not be included on City Commission meeting agenda until 12/12/2023.

Original Completion Date: November 13, 2023

Contract Extension #1 (Change Order #2 dated 8/9/2023): +45 Calendar Days

Proposed Contract Extension #2: +60 Calendar Days

Proposed Revised Completion Date: 2/26/2024

Yours very truly,



Gary L. Gay, President

Agenda Action Form

Paducah City Commission

Meeting Date: December 12, 2023

Short Title: Approve an Agreement with Communications International in an amount of \$10,013,436.64 for the Paducah-McCracken County 911 Radio Upgrade - **D. JORDAN**

Category: Ordinance

Staff Work By: Lindsay Parish, Daron Jordan, Brian Laird,
Steve Kyle, Anthony Copeland

Presentation By: Daron Jordan, Brian Laird, Lindsay Parish

Background Information: BACKGROUND: The City of Paducah adopted Municipal Order No. 2491 on August 10, 2021, authorizing the City to enter into a Memorandum of Understanding (MOU) with McCracken County regarding an E-911 partnership. A Joint Committee was formed out of that MOU, which met multiple times between March and November 2022 and made recommendations to the City and County related to equipment, governance, and funding. One of those recommendations was to issue a request for proposals for the Paducah-McCracken County Radio Equipment upgrade.

With the assistance of Federal Engineering acting as a consultant, the City and County jointly released a request for proposals on December 2, 2022. On March 2, 2023, two proposals were received from Communications International and Motorola Solutions. The City and County selected a joint group of City and County Leadership and Public Safety representatives to review both proposals. Communications International was found to have the lowest and most responsive proposal.

On July 11, 2023, the City Commission approved Municipal Order No. 2761, authorizing the Mayor to issue an intent to award letter to Communications International and authorizing staff to begin conversations with Communication International to develop a Master Contract for the project. City staff proceeded to enter into discussions with Communications International and have developed a master agreement that is now before the City Commission for approval.

AGREEMENT DETAILS: This Agreement is for a 5-site system in a total amount of \$10,013,436.64. The agreement is with Communications International and McCracken County. Which is broken down as follows:

- System Infrastructure Price (SIP): \$7,665,128.41
- City Subscriber Price: \$612,833.21
- County Subscriber Price: \$1,735,475.03

Infrastructure Payments will be made as follows:

- 20% of the SIP is due at the time of the issuance of the Notice to Proceed (30 days after the effective date of the agreement).
- 10% of the SIP is due at the time of the first system design review meeting or 60 days after the Effective Date
- 25% of the SIP is due at the time of infrastructure equipment factory acceptance
- 35% of the SIP is divided equally into 6 installments to align with the total number of sites, plus the primary dispatch site. Due upon completion of infrastructure equipment at each site.
- 10% of the SIP is due upon final completion.

Subscriber Equipment is payable in installments based on the delivery schedules approved by the City and County.

The project schedule will be finalized at the Design Review meeting, but the preliminary schedule has completion set for March 2025.

Funding for the City's portion of the agreement will be paid from the City of Paducah, Kentucky General Obligation Bonds, Series 2020A.

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

If yes, please list the Commission Priority: 911 Radio/Tower Upgrades and Operational Funding

Communications Plan:

Funds Available: Account Name: GOB Series 2020A

Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO - 911 Upgrade – Communications International Agreement
2. AGREEMENT WITH COMMUNICATIONS INTERNATIONAL (00282912xDDD9A) FINAL Ci
Signed
3. Exhibits

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH COMMUNICATIONS INTERNATIONAL AND THE
COUNTY OF MCCRACKEN FOR THE PADUCAH-MCCRACKEN COUNTY 911
RADIO UPGRADE PROJECT

WHEREAS, the City of Paducah adopted Municipal Order No. 2491 on August 10, 2021, authorizing the City to enter into a Memorandum of Understanding with McCracken County regarding an E-911 Partnership Formation; and

WHEREAS, the City of Paducah operates a 800 MHz trunked simulcast voice radio system which is past end of life and in need of upgrade to ensure the continued 911 radio service in Paducah-McCracken County; and

WHEREAS, with the assistance of Federal Engineering acting as a consultant, the City of Paducah and McCracken County jointly released a request for proposals on December 2, 2022; and

WHEREAS, on March 2, 2023, two proposals were received, and Communications International, Inc. was found to have the lowest and most responsive proposal; and

WHEREAS, on July 11, 2023, the City Commission approved Municipal Order No. 2761, authorizing the Mayor to issue an intent to award letter to Communications International and authorizing the City Manager to begin conversations with Communication International to develop a Master Contract for the project; and

WHEREAS, the City now desires to enter into an agreement with McCracken County and Communications International for an upgraded 5-site radio system for Paducah and McCracken County.

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

SECTION 1. Authorizations & Recitals. That the City hereby approves an Agreement with Communications International, Inc. and McCracken County (hereinafter the “Agreement”) in substantially the form attached hereto and made part hereof (Exhibit A). It is hereby found and determined that the Agreement is in the best interest of the citizens, residents, and inhabitants of the City of Paducah and that it is in the best interest of the City of Paducah to enter into the Agreement for the purposes therein specified. The execution and delivery of the Agreement is hereby authorized and approved. The Mayor is hereby authorized to take all

reasonable and necessary actions to carry out the purposes of this Municipal Order and to execute the Agreement, together with such other agreements, instruments, or certifications which may be reasonable and necessary to accomplish the purchase, development, financing, construction, and operation of the Project, together with such changes to the Agreement as may be approved by the Mayor on behalf of the City, and as are not inconsistent with this Municipal Order or substantially adverse to the City.

SECTION 2. Expenditures. The City's portion of upgrade costs shall be expended from the City of Paducah, Kentucky General Obligation Bonds, Series 2020A, as well as any future bonding necessary to complete the project. City of Paducah subscriber costs shall be budgeted in future fiscal years. The Finance Director is hereby authorized to make payment to Communications International, Inc. and to issue any invoices necessary to McCracken County for the County's portion of the costs in accordance with the Memorandum of Understanding regarding E-911 Partnership Formation with McCracken County and/or in accordance with any Memorandums or Interlocal Agreements that supersede said Memorandum of Understanding.

SECTION 3. Severability. If any section, paragraph, or provision of this Municipal Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Municipal Order.

SECTION 4. Compliance with Open Meetings Laws. The Board of Commissioners of the City hereby finds and determines that all formal actions relative to the adoption of this Municipal Order were taken in an open meeting of the Board of Commissioners, and that all deliberations of the Board of Commissioners and of its committees, if any, which resulted in formal action were conducted in meetings open to the public and in full compliance with applicable legal requirements.

SECTION 5. Conflicts. All resolutions, orders, memorandums of understanding, or parts thereof in conflict with the provisions of this Municipal Order are, to the extent of such conflict, hereby repealed and the provisions of this Municipal Order shall prevail and be given effect.

SECTION 6. Effective Date. 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, December 12, 2023

Recorded by Lindsay Parish, City Clerk, December 12, 2023

\mo\911 Upgrade – Communications International Agreement

CONTRACT NO. PADUCAH/MCCRACKEN 2023-001

AGREEMENT BETWEEN

**CITY OF PADUCAH, KENTUCKY
and
COUNTY OF McCRACKEN, KENTUCKY
and**

COMMUNICATIONS INTERNATIONAL, INC.

CONTRACT NO. PADUCAH/MCCRACKEN 2023-001

AGREEMENT BETWEEN

CITY OF PADUCAH, KENTUCKY

and

COUNTY OF McCRACKEN , KENTUCKY

and

COMMUNICATIONS INTERNATIONAL, INC.

THIS AGREEMENT, is made and entered into this ___ day of _____, 2023 (the “Effective Date”) by and between CITY OF PADUCAH, KENTUCKY, a Kentucky municipal corporation whose principal office is located at 300 South 5th Street, Paducah, Kentucky 42003 and McCRACKEN COUNTY, KENTUCKY, a body politic and corporate, whose principal office is located at 300 Clarence Gains Street, Paducah, Kentucky 42003 (hereinafter collectively, the “Customer”) and Communications International, Inc., a Florida corporation having its principal place of business at 4450 U.S. Highway 1, Vero Beach, Florida 32967 (hereinafter, the “Contractor”). Customer and Contractor may be severally referred to as a “Party” or collectively referred to as “Parties”.

WITNESSETH

WHEREAS, the Customer has determined it is necessary to replace its existing legacy 800 MHz trunked simulcast voice radio system with a digital, Association of Public Safety Communications Officials (“APCO”) Project P25 compliant communications system (the “Project”); and

WHEREAS, the Customer has determined that it is necessary to retain a contractor to provide equipment, design, engineering, installation, implementation, operation training, and maintenance services for the Project; and

WHEREAS, the Customer, has issued RFP No. Paducah-McCracken P25 Phase 2 Proposal and the Addenda thereto for the Project (hereinafter collectively the “RFP”); and

WHEREAS, the Contractor has reviewed the RFP and has submitted a proposal in response thereto dated March 2, 2023 (hereinafter the “Proposal”); and

WHEREAS, the Customer, through a selection process conducted in accordance with the requirements of law and Customer policy, has determined it would be in the best interest of the Customer to award a contract to Contractor for the Project; and

WHEREAS, both Parties are desirous of establishing the terms and conditions which shall govern their relationship for the Project, and which will govern Contractor’s rendering of those services set forth in the hereinafter defined Scope of Services.

NOW, THEREFORE, in consideration of the covenants, premises, and mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Incorporation Of Documents.

1.1. The forgoing recitals are true and correct and are incorporated herein.

1.2. The RFP consists of pages 1 through 30 plus Attachments A through D and Appendix A through B issued by the Customer on December 2, 2022; as well as the provisions of Addendum #1 issued by Customer on January 9, 2023; #2 issued by the Customer on January 24, 2023; Addendum #3 issued by the Customer on February 2, 2023;]Addendum #4 issued by the Customer on February 16, 2023;]and the Proposal submitted by Contractor dated March 2, 2023 along with all clarifications, all filed with the City Clerk of the City of Paducah are hereby specifically made part of this Agreement as if same had been set forth at length herein.

2. Definitions. As used throughout this Agreement and its attached Exhibits and Schedules capitalized terms not defined when they first occur shall have the meanings set forth below:

2.1. “Agreement” means this Agreement and all attached Exhibits and Schedules hereto, as the same may be amended, modified, or supplemented from time to time.

2.2. “Change Order” shall mean a written modification to the Price, Contract Time, or other Agreement terms which is signed by both Parties.

2.3. “Customer’s Environment” means the sites and other communications facilities, including but not limited to the existing computers, operating systems, towers and other equipment and systems, as the same may be from time to time amended, modified, or supplemented, with which Customer intends to use the System.

2.4. “Detailed Design Documents” shall mean those documents delivered by Contractor to Customer at the conclusion of the Detailed Design Review.

2.5. “Detailed Design Review” shall mean the phase during which the final design of the System is established and approved by the Customer.

2.6. “Documentation” means any manuals, operator instructions, or other documentation and materials to be used in conjunction with the System, Equipment, or Software and provided by Contractor to Customer, whether in printed or electronic form.

2.7. “Equipment” means the equipment listed in Exhibit A to be supplied by Contractor as part of the Services to be performed by Contractor under this Agreement as the same may be from time to time amended, modified, or supplemented.

2.8. “Exhibit” means the following list of the exhibits attached to and incorporated into this Agreement and deemed to be a part of this Agreement, as the same may be from time to time amended, modified, or supplemented:

Exhibit A – Scope of Services
Exhibit B – Project Schedule
Exhibit C - Site Preparation Guidelines
Exhibit D - Detailed Design Documents
Exhibit E - Notice of Acceptance
Exhibit F – Final System Acceptance Test Plan
Exhibit G – Equipment Manufacturer Warranties

2.9. “Notice of Acceptance” means the form of notice set forth in the attached Exhibit E.

2.10. “Project Schedule” shall mean the schedule described in Exhibit B for performance of the Work within the Contract Time.

2.11. “Project Sites” shall mean those sites where any Equipment is installed, or other aspects of the work will be performed.

2.12. “Schedules” means the following list of the schedules attached to and incorporated into this Agreement and deemed to be a part of this Agreement, as the same may be from time to time amended, modified, or supplemented:

Schedule A – Pricing Schedule
Schedule B - Demand Service Fee Rates
Schedule C – Annual Maintenance Fees

2.13. “Scope of Work” or “SOW” shall mean the description of the Work to be performed by Contractor to deliver and install the System and provide the Services, as more particularly described in Exhibit A attached to this Agreement.

2.14. “Services” or “Work” shall mean the design, staging, installation, training, and maintenance services (within the Warranty Period) to be provided by Contractor to Customer as included in the Scope of Work. “Services” or “Work” includes installation of the Software but does not include Software design or those activities and responsibilities of Customer set forth herein. “Services” or “Work” does not include maintenance services provided following expiration of the Warranty Period.

2.15. “Software” means standard software components in object code form developed by an Equipment manufacturer, and which are contained within the Equipment when initially delivered or as thereafter upgraded pursuant to the terms hereof.

2.16. “System” means the communications facilities, equipment, other improvements, and services described in this Agreement for a digital, Association of Public Safety Communications Officials ("APCO") Project P25 compliant 800 MHz digital linear simulcast trunked radio network which will be implemented by the Contractor for the Project.

2.17. “Term” means the Initial Term and any Term Extension as set forth in Section 10.

2.18. “Warranty Period” shall mean the applicable warranty period for each component of the System, as described in Exhibit G hereto.

2.19. Usage/Interpretation.

(a) Headings are for convenience only and do not affect interpretation.

(b) Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”.

(c) The word “will” shall be construed to have the same meaning and effect as the word “shall”.

(d) The word “or” shall not be exclusive.

(e) The phrase “to the extent” shall mean the degree to which a subject or other matter extends, and such phrase shall not simply mean “if”.

(f) The words “hereof”, “herein”, “hereto”, and “hereunder”, and words of similar import, shall refer to this Agreement as a whole and not any particular provision of this Agreement.

(g) Words denoting any gender shall include all genders. Where a word is defined herein, references to the singular shall include references to the plural and vice versa.

(h) Any reference to an Article, Section, Exhibit, Appendix, or Schedule is to the articles, sections, exhibits, appendices, or schedules, if any, of and to this Agreement unless otherwise specified.

(i) A reference to any party to this Agreement or any other agreement or document shall include such party’s successors and permitted assigns.

(j) All references to “\$” and dollars shall be deemed to refer to United States currency.

(k) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided. All references to a year or years shall be deemed to refer to a to a calendar year or calendar years, as applicable, unless otherwise specifically provided.

(l) The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. Prior drafts of this Agreement shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the parties hereto with respect to the terms hereof.

3. Contractor’s Scope of Services.

3.1. Contractor agrees to provide the design, engineering, Equipment and installation, implementation services, operator and technical training, and continued maintenance services for

the Project in accordance with the Scope of Services, attached hereto as **Exhibit A**, subject to the limitations, qualifications and exclusions set forth therein (collectively the “Services” or “Work”).

3.2. The Contractor shall achieve substantial completion of the System within 463 calendar days (the “Contract Time”). The Contract Time shall commence from the date a Notice to Proceed is delivered to Contractor.

3.3. The applicable milestones and dates for completion of aspects of the Project are as described in the “Project Schedule” attached as Exhibit B. The Project Schedule shall be updated as required by the Contractor. Any changes to the Project Schedule that impact the ultimate Contract Time will be changed via a Change Order approved in accordance with Section 9 hereof.

3.4. Contractor shall designate a person to whom all communications from the Customer may be addressed and who has the authority to act for Contractor connection with all aspects of this Agreement (the “Project Manager”). Contractor may replace the Contractor Manager at any time during the Term, upon prior written notice to the Customer. In the event of such replacement, a resume of the replacement person will be provided to the Customer. All Services will be provided under the direction of the Contractor Manager.

3.5. Within thirty (30) days after the Effective Date of the Agreement, the Contractor Manager shall schedule a Project Kick-Off Meeting, the timing and location of which will be mutually agreed upon by Contractor and Customer. The objectives of this meeting include introduction of all project participants, review of the roles of the project participants, review of the overall project scope and objectives, review of the resource and scheduling requirements and review of Project Site status.

3.6. Within thirty (30) days after the Effective Date of the Agreement, the Customer shall provide Contractor with safe access to all Project Sites for which the Customer has legal access (whether by means of ownership, lease, agreement, or otherwise) at no charge upon reasonable notice to allow Contractor to thoroughly examine each such Project Site, conduct due diligence, perform Detailed Design Review, and prepare a schedule of preparatory work required for each Project Site. For any Project Sites for which the Customer does not have legal access as of the Effective Date, the Customer shall notify the Contractor upon securing legal access to same, and the Contractor shall thereafter be afforded access to such Project Sites upon reasonable notice. Customer shall issue temporary identification cards to Contractor’s personnel and its authorized subcontractors, if required, for access to the Project Sites.

3.7. The Parties acknowledge that: a) the Project includes other work contracted by the Customer to other contractors which impacts this Project, and that Contractor has no control over the work or schedule of those contractors; and b) Customer must provide Contractor with timely access and the site environments prepared in accordance with Contractor’s Site Preparation Guidelines attached hereto as Exhibit C. The Parties agree that when the work or schedule performed by other contractors outside of the scope of this Agreement delays or has a detrimental effect on the work or schedule of Contractor or Contractor’s access to a site is delayed or withheld or a site is not prepared in accordance with Contractor’s site preparation guidelines such event(s)

will be a Force Majeure Event and be subject to Section 11 and the Contract Time shall be extended as provided for therein.

3.8. As further described in the Scope of Services and the Project Schedule, a Detailed Design Review phase shall commence on the Effective Date of the Agreement. During the Detailed Design Review, Contractor's Project Manager will meet with Customer's project team on one or multiple occasions to review the System design, technical data, and site-specific information to confirm and to refine the System with the first meeting to occur within sixty (60) days after the Effective Date of the Agreement. At the conclusion of the Detailed Design Review, Contractor will provide Customer with Detailed Design Documents for review and approval by Customer. Customer shall have thirty (30) days to conduct its review of the above documents. Approval of Detailed Design Documents by the Customer shall not be unreasonably withheld, conditioned, or delayed. Once approved the Detailed Design Documents will be attached to this Agreement as Exhibit D.

3.9. Contractor shall issue Customer a notice of Ready for Service when the System has been installed, functionally tested, and is deemed by Contractor to be ready for acceptance and use.

3.10. Upon issuance of the Ready for Service notice, the Customer shall have thirty (30) days to issue a Notice of Acceptance to Contractor in the form of that included in the attached **Exhibit E**, including, if any, material failures of non-conformity of the System in meeting the testing specifications set forth in the Final System Acceptance Test Plan attached hereto as **Exhibit F** (the "Test Plan").

3.11. For any nonconformance of the System to the Test Plan, which affects performance and is reported to Contractor by Customer in the Notice of Acceptance, Contractor shall provide an analysis of the issues, provide a workable solution, and bear any and all costs associated with the planning, design, and installation of the workable solution.

3.12. After Contractor has implemented a corrective action and deems the System to be ready for acceptance and use, it will provide Customer a new Ready for Service notice, and the Customer shall have thirty (30) days to issue a Notice of Acceptance to Contractor in the form of the attached Exhibit B, if any material failures of non-conformity of the System in meeting the testing specifications set forth in the Test Plan have been identified during the performance of the Test Plan. The foregoing process shall be repeated, if necessary, until the earlier of Acceptance, or other agreement of the parties.

3.13. Once Contractor notifies Customer the System is Ready for Service, unless Contractor is notified in writing, via the Notice of Acceptance within the timeframes set forth above, of any material failures of non-conformity to the System in meeting the testing specifications set forth in the Test Plan that have been identified during the performance of the Test Plan, or if Customer uses the System for any purpose other than test and acceptance without Contractor's written approval, an Acceptance will have occurred.

4. Compensation And Payment Of Contractor's Services.

4.1. The compensation for Contractor's Services hereunder shall Be Ten Million Thirteen Thousand Four Hundred Thirty-Six Dollars And Sixty Four Cents (\$10,013,436.64) as set forth in the Fee Schedule, attached hereto as **Schedule A** and shall not exceed that amount without a written modification to the Agreement in the form of a Change Order.

4.2. Contractor shall submit all invoices for payment of services rendered on a milestone basis to the Customer for processing ("Milestone Billings"). Invoices shall refer to the specific milestones set forth in **Schedule A**. Invoices shall include a summary of any amounts previously billed and any credits for amounts previously paid. Milestone Billings shall be invoiced upon milestone achievement and are due and payable upon receipt of invoice.

Customer shall pay Contractor's billings within 30 days of receipt. Vendor will allow a 15-day grace period before interest charges.

4.3. Contractor's pricing does not include sales tax in reliance on the Customer's representation that this Project and Agreement is exempt under KRS 139.470 and that Customer will provide Contractor a "sales tax exemption certificate" and such other documentation as may be reasonably requested.

5. Contractor's Responsibilities; Warranty; Remedy.

5.1. Contractor warrants that the Services performed or furnished hereunder shall be provided by qualified, trained individuals in a professional and workmanlike manner consistent with industry standards, in compliance with applicable federal, state, and local laws and in accordance with the terms, specifications, and requirements of this Agreement. The same standards of care shall be required of any sub-contractor or subcontractor engaged by Contractor.

5.2. All Equipment furnished hereunder is warranted under the equipment manufacturer's warranty. The Equipment manufacturer's warranties are included in the attached Exhibit E.

5.3. Customer agrees that it will in no event alter, modify, repair, disassemble, or adjust the Customer Environment. Contractor will not be liable to the extent that any breach of the foregoing warranties is caused by (i) third-party components of the System not provided by or approved in writing by Contractor; (ii) modifications to the System not made by Contractor or a Subcontractor at the control or direction of the Contractor; (iii) unauthorized use or use of the System other than in accordance with the Documentation; (iv) bugs, failures, or anomalies resulting from changes in the Customer's Environment, including operating system updates, with the exception of critical security patches, software patches, other than those provided by Contractor, and hardware, firmware and/or hardware-software upgrades or updates; (v) use of the System in an environment other than the Customer Environment; (vi) use of the System on hardware not identified as compatible by Customer; (vii) damages or losses caused by a Force Majeure events (as defined herein); or (viii) misuse of the System by Customer or users; (ix) viruses introduced by Customer, its agents, or users.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.4. For any nonconformance of the Services to the Agreement's requirements, which affects its use and is reported to Contractor by Customer, in writing, for two years after the Final System Acceptance, Contractor shall, without additional compensation, correct, revise, and remedy any errors, omissions, or other deficiencies in its work product or services arising from the negligent act, error or omission of Contractor or any subcontractor engaged by Contractor.

5.5. During the warranty period, any Equipment defects in materials or workmanship or if the Equipment does not conform to the manufacturer's specifications the equipment manufacturer's remedies are set forth in the attached Exhibit G.

5.6. Insurance. Contractor agrees to carry insurance coverage as listed below, for the duration of the agreement, as follows:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation:	Statutory
Employer's Liability:	\$2,000,000 per occurrence /\$4,000,000 aggregate
Commercial General Liability:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability:	\$1,000,000
Umbrella:	\$5,000,000

Said insurance coverage shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Said insurance coverage shall be written on an occurrence basis covering the Contractor's operations hereunder. Said insurance coverage shall be primary and non-contributory. Said insurance coverage shall provide that if multiple insurance policies or coverage(s) is/are found to exist for a claim covered by such insurance policies then the Contractor's carrier shall be obligated to respond/pay first. The Contractor shall maintain in effect all of said insurance coverage at the Contractor's sole expense. Said coverage shall be with insurance companies acceptable to the Customer, which acceptance shall not be unreasonably withheld. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) Days' prior written notice has been given to the Customer. Certificates of insurance showing required coverage to be in force shall be filed with the Customer prior to commencement of the Contractor's work.

5.7. Performance and Payment Bond. The Contractor shall furnish to the Customer, as the named obligee, appropriate surety bonds to secure the faithful performance of the Project and to satisfy all subcontractor payment obligations related to the subcontract

work. Such bonds shall be issued by a surety admitted and authorized to do business in the Commonwealth of Kentucky and shall be acceptable to the Customer.

5.8. Indemnification. Subject to Article 17, Contractor hereby agrees to indemnify, defend and hold harmless Customer, and their respective officers, representatives, employees and agents from any claim, liability, damage, loss, injury, expense, penalty, fine, judgment or cost (including, but not limited to reasonable attorney's fees in arbitration, administrative proceedings, court proceedings, or appeal) arising out of or in any manner pertaining to this Agreement or the Contractor's work hereunder, caused in whole or in part by any act, omission or fault of Contractor or any of Contractor's sub-subcontractors or suppliers of any tier, or their respective employees or representatives, whether or not caused in part by any act, omission or fault of Customer or any other party indemnified hereunder. However, this Agreement shall not be construed to indemnify the Customer against their own gross negligence or willful, wanton, or intentional misconduct. Said indemnity and hold harmless obligation also extends to any and all environmental rules or regulations. Said indemnity and hold harmless obligation also extends to any activity performed by Contractor regardless of whether the violation is discovered after the date that this Agreement is completed. Said indemnity and hold harmless obligation shall survive the termination and/or expiration of this Agreement. If any part of this indemnification provision is found to be invalid or unenforceable, then the remaining portion of this indemnification provision will remain fully in force.

6. Compliance

The Contractor hereby acknowledges that the following requirements are incorporated in and made a part of this Agreement and assumes full responsibility in complying with these requirements:

- a) Federal and State Occupational Safety and Health Acts and Regulations.
- b) Air and Water Pollution Standards established by State and Federal Agencies.
- c) All wage and hour laws, prevailing wage laws, or similar laws which may be applicable to the Project.
- d) Contractor certifies that it is legally authorized to do business in the Commonwealth of Kentucky and that it has so registered with the Kentucky Secretary of State. Contractor shall require any permitted sub-subcontractors or suppliers to likewise be authorized/registered to do business in the Commonwealth of Kentucky.
- e) Conflict of interest statutes, including but not limited to KRS 45A.330-45A.340, 45A.990, 164.390, or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

- f) Campaign finance laws, including but not limited to KRS 121.056 and/or KRS 523.020.
- g) The Contractor represents that it has not been debarred or otherwise disqualified from performing work on public contracts within any time period that may apply to this Agreement.

Furthermore, the Contractor agrees to comply fully with the Fair Labor Standards Act of 1938, the Civil Rights Act of 1964, all applicable Executive Orders and all amendments thereto. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, or national origin, and agrees to comply fully with all provisions of law, rules, regulations and orders regarding employment. The Contractor agrees to furnish all required information and to file all necessary reports related to the above. The Contractor's indemnity and hold harmless obligations, described above, shall extend to any of Contractor's violations of this Section.

7. Software License

7.1. Contractor hereby grants to Customer a license to use the Software, only in object code form and only on the Equipment on which it was first delivered. Customer agrees not to copy Software in whole or in part.

7.2. Title to the Software shall not pass to Customer. This license may not be assigned, sublicensed, or otherwise transferred by Customer, except that Customer may transfer the license to a transferee and such transferee will have the sole benefit of the Software as transferred from Customer provided that Customer gives Contractor prior written notice of such transfer and transferee agrees in writing to be bound under this license to the same degree as Customer.

7.3. The term of the license shall be from the Effective Date until the expiration or earlier termination of this Agreement or upon any default of Customer of any term, covenant, or obligation under this Agreement. Customer agrees that upon termination or expiration of this Agreement, Customer will discontinue use of the Software.

7.4. Customer shall not modify, reverse assemble, or reverse compile any of the Software.

8. Ownership And Use Of Documents.

8.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Contractor's services under this Agreement shall become the property of and shall be delivered to Customer without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of Customer.

8.2. Contractor agrees that any software, computer systems and databases provided under this Agreement shall be provided consistent with industry standards utilizing versions of Windows, iOS, the Microsoft Office Suite, MS Project, Adobe Reader, AutoCad, and Adobe Creative Cloud Suite and the like. Should the Contractor utilize specialty software, Contractor will be in compliance with this provision if Contractor provides deliverables that can be accessed by or imported into a format accessible to the Customer.

9. Customer's Responsibilities.

9.1. Customer shall perform the responsibilities contained in this Article 9 and the RFP in a timely manner so as not to delay the Services of Contractor.

9.2. Customer shall furnish to Contractor, upon request of Contractor and at Customer expense, all existing studies, reports, and other available data pertinent to the services to be performed under this Agreement which are within the Customer's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

9.3. Customer shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at Customer expense. Customer shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement. In the event that there are any unreasonable delays or return service calls required by Contractor or its authorized representative(s) because of denial of reasonable and free access (excluding delays or denial of access caused by Contractor's negligence), such events will be reasonable cause for delay of the Contractor's work and the work timeline shall be extended on a day-to-day basis for the period of time reasonably necessary to overcome the effects of the underlying cause of the delay and Customer may be responsible for payment at the Demand Service Fee rates set forth in **Schedule B**.

9.4. The Customer shall have the responsibility to acquire by lease, purchase, easement, or otherwise all rights and access to selected Project Sites or additional real estate as may be required for the installation of the System. Customer also shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System.

9.5. The Customer shall designate a contact person ("Customer System Manager") who shall be the primary interface with Contractor. The Customer may designate a new System Manager at any time during the Term upon providing Contractor with prior written notice.

9.6. The Customer's System Manager shall approve all Change Orders and policies applicable to operations and shall be authorized to act on behalf of the Customer on all matters in connection with this Agreement.

10. Changes and additions to the Work.

The Customer may request changes in or additions to the Work or in the time or place of performance of the Work under this Agreement. The Project Manager shall have authority to order

minor changes in the Work not involving an adjustment to the Price or an extension to the Contract Time. Such changes may be affected by a written order. Such changes shall be binding on the Contractor when approved or accepted in writing by Contractor. Any change or addition to the Work that causes a change to the Price, the Contract Time, or both, shall be effectuated by a Change Order. Any such adjustment in the Price or Contract Time shall be mutually satisfactory to Customer and Contractor, using the unit pricing and rates set forth in Schedule A. Price increases and/or extensions of time shall not be binding unless and until evidenced by a fully executed Change Order.

11. Term / Termination.

11.1. The Effective Date of this Agreement is the date set forth on page one of this Agreement.

11.2. This Agreement shall begin on the Effective Date and continue up through the Contract Time specified in Section 3.2, as the same may be amended or changed from time to time and shall terminate [one year] after the first to occur of: a) the date of the Notice of Acceptance, or ii) the date of Acceptance (the “Term”).

11.3. Should the Customer, at its sole discretion, desire Contractor to provide corrective and preventative maintenance after the Term, the parties shall enter a separate annual contract for said maintenance at the prices specified in **Schedule C**. Nothing in this Agreement shall obligate the Customer to utilize the maintenance services of Contractor, and any annual maintenance contract is subject to the provisions of Sections 11.4 and 11.5 below.

11.4. This Agreement may be terminated without cause by either party upon sixty (60) calendar days written notice by certified mail to the other of intent to terminate. Upon termination by either party, the Contractor shall cease work and shall deliver to the Customer all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. The Customer shall, upon receipt of aforesaid documents, pay to the Contractor, and the Contractor shall accept as full payment for its services, fees for all tasks completed in accordance with the Scope of Services as well as expenses incurred or obligated to be paid for by Contractor prior to receipt of the notice to terminate.

11.5. In the event that the Contractor has abandoned performance under this Agreement, then the Customer may terminate this Agreement upon ten (10) calendar days written notice to the Contractor indicating its intention to terminate. The written notice shall state the evidence indicating the Contractor's abandonment. Payment for services performed prior to the Contractor's abandonment shall be as stated Section 11.6, below.

11.6. In the event of termination by either party, Contractor shall be entitled to compensation for services rendered and expenses incurred through the date of Contractor's receipt of the notice to terminate. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, prepared by Contractor shall become the property of Customer and shall be delivered by Contractor to Customer immediately upon the payment of the Contractor's invoice.

12. Force Majeure. Neither Party shall be deemed in default of this Agreement, except for the payment of monies owed, to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, landslides, lightning, hurricanes, fires, floods, washouts, arrest and restraints of governments and people, or civil disturbances or any law, regulation, ordinance, or requirements of any government or subdivision thereof, including without limitation the Federal Communications Commission or its authorized carriers, or any other circumstances beyond the reasonable control of the Parties, provided that such Party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable then the obligation of performance shall be suspended during the continuance of such Force Majeure occurrence. The obligations and rights of the Party so excused will be extended on a day-to-day basis for the period of time reasonably necessary to overcome the effects of the underlying cause of the delay.

13. Defaults and Remedies

13.1. Customer Events of Default. The Customer shall be in default hereunder if any of the following events (“Customer Event of Default”) shall occur:

13.1.1. The Customer fails to pay any of its obligations under this Agreement, when such obligation is due and such failure shall remain unremedied for a period of forty-five (45) days after written notice is provided by Contractor or its assigns; or

13.1.2. The Customer fails to observe any material term, covenant, or condition contained herein and such failure shall remain unremedied for a period of forty-five (45) days after written notice is provided by Contractor. However, if default is of such a nature that it could not reasonably be performed within forty-five (45) days, such forty-five (45) days period shall be extended so long as the Customer takes some corrective action within such forty-five (45) days and thereafter diligently and continuously works to cure the default.

13.2. Contractor Events of Default. Contractor shall be in default hereunder if any of the following events (“Contractor Event of Default”) shall occur:

13.2.1. Contractor initiates a proceeding in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of a trustee, receiver, custodian, or the like for all or substantially all of its assets, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of ninety (90) consecutive days; or immediately upon entry of an order for relief in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

13.2.2. Contractor fails to observe any material term, covenant, or condition contained herein and such breach shall remain unremedied for a period of thirty (30) days after written notice is provided by the Customer. However, if the default is of such a nature that it could not reasonably be performed or corrected within thirty (30) days, such thirty (30) days period shall be extended so long as Contractor

takes corrective action within such thirty (30) days and thereafter diligently and continuously works to cure the default.

13.3. Remedies. In the event Contractor is in default for a period of ninety (90) days (excluding any time provided for in Section 13.2.2), this Agreement may be terminated sixty (60) days after written notice is provided by the Customer.

13.4. Waiver of Default. No delay or omission by either Party to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

14. Notices. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

CONTRACTOR:

Name: Communications International, Inc.

Address: 4450 U.S. Highway 1
Vero Beach, FL 32967

With a Communications International, Inc.
copy to: 4450 U.S. Highway 1
Vero Beach, FL 32967
Attn.: Chief Financial Officer

CUSTOMER:

Name: City of Paducah

Address: 300 South 5th Street
Paducah, KY 42003

15. Assignment. Each Party may assign its respective rights and obligations under this Agreement with the express written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained herein, the Customer acknowledges and agrees that Contractor shall have the right, at any time and with the express written consent of the Customer (which consent shall not be unreasonably withheld) to sell, transfer or assign i) all or any portion of this Agreement to any Affiliate of Contractor or in connection with the sale of all or substantially all of the assets or business of Contractor; ii) any rights to the payments described herein. Contractor and its permitted assignees shall furthermore have the right, with the express written consent of the Customer (which consent shall not be unreasonably withheld), to collaterally assign all or any portion of its rights to such payments or to other rights to enforce such payments provided herein to any financing party or lender or trustee in regard to secured debt. However, any such assignment of payments shall not relieve Contractor of their respective responsibilities, obligations, and liabilities under this Agreement.

16. Audit Requirements.

16.1. Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Contractor's offices for the purpose of inspection, audit, and copying during normal

business hours by the Customer, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. If any litigation, claim, or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

16.2. Contractor shall require all subcontractors to comply with the provisions of this Article 16.

17. LIMITATION OF LIABILITY. CONTRACTOR OR ITS SUPPLIERS, SUBCONTRACTORS, MANUFACTURERS OR AGENTS WILL NOT BE LIABLE FOR: (A) ANY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; UNLESS SUCH CLAIM, DEMAND OR ACTION IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF THE CONTRACTOR OR A SUBCONTRACTOR SUBJECT TO THE DIRECTION AND CONTROL OF THE CONTRACTOR; (B) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY CONTRACTOR BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE SERVICES.

18. Public Records. Pursuant to the State of Kentucky's Open Records Act, Contractors acting on behalf of the Customer must comply with the public records laws, specifically: a) keep and maintain public records required by the Customer to perform the contracted services; b) provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the Customer to perform the service, and meet all applicable requirements for retaining public records.

19. Other Significant Provisions.

19.1. Relationship. Contractor and Customer agree that this is a non-exclusive relationship and that each party is an independent contractor with respect to the other and that nothing herein shall create an agency relationship, joint venture, partnership, or other like arrangement between the parties. Additionally, neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party. Furthermore, in no event shall any employee, volunteer, or independent contractor of the Contractor be deemed to be a third-party beneficiary of this Agreement.

19.2. Change Orders. When the Customer orders in writing, the Contractor, without nullifying this Agreement, shall make any and all changes in the project which are within the general scope of this Agreement. Any adjustment in the Agreement price or project time shall be authorized only as provided by an approved change order. No adjustments in the price or time, nor any payment for so-called extra work or equitable adjustments or impacts or so-called cardinal changes, shall be made for any changes that have not been memorialized by an approved change order from the Customer, which is a condition precedent to same. An approved change order is a written instrument prepared by the Customer concerning a change in the Project.

19.3. Amendment and Waiver. No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19.4. Further Assurances. The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to complete the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

19.5. Severability. Any provision in this Agreement which is held to be illegal or unenforceable in state or federal courts serving McCracken County, Kentucky shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law.

19.6. Governing Law and Other Dispute Related Provisions.
This Agreement is entered into in the Commonwealth of Kentucky and shall be governed exclusively, as to all matters relating to it, both as to interpretation and performance, by the laws of the Commonwealth of Kentucky and the laws of the United States of America, and no law of any other jurisdiction shall be looked to or given any effect with respect to enlarging or reducing the rights and obligations of the parties hereto, or with any respect to the creation of any rights extraneous to this Agreement. The parties hereby consent and submit to the exclusive jurisdiction of the appropriate state or federal courts serving McCracken County, Kentucky, as to any dispute or controversy arising either directly or indirectly, under or in connection with this Agreement.

Unless otherwise agreed in writing, the Contractor shall continue the Project and maintain the work schedule during any litigation, dispute mitigation, or dispute resolution proceedings, if any, and if the Contractor continues to perform, the Customer shall continue to make payments in accordance with this Agreement.

19.7. Execution in Counterparts and by Electronic Delivery. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image and an executed copy of this Agreement

received by way of facsimile or by scanned .pdf image shall be deemed to be an original enforceable and admissible for all purposes as may be necessary under the terms hereof.

19.8. Conflicting Provisions. The terms and conditions of this Agreement shall supersede any conflicting provision contained in any purchase order, quotation, or invoice to Customer. Unless otherwise agreed in writing, nothing contained in any purchase order, quotation or invoice shall in any way modify or add any provision to this Agreement.

19.9. Order of Precedence. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 19.9.1. The main body of this Agreement;
- 19.9.2. The Exhibits and Schedules to this Agreement;
- 19.9.3. The Proposal;
- 19.9.4. The RFP.

19.10. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and/or successors in interest. Any provision of this Agreement with a covenant extending beyond completion of the Project, shall survive beyond the completion of the Project until the life of the covenant has expired.

19.11. Entire Agreement. This Agreement including the following Exhibits and Schedules constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C - Site Preparation Guidelines
- Exhibit D - Detailed Design Documents
- Exhibit E - Notice of Acceptance
- Exhibit F – Final System Acceptance Test Plan
- Exhibit G – Equipment Manufacturer Warranties
- Schedule A – Pricing Schedule
- Schedule B - Demand Service Fee Rates
- Schedule C – Annual Maintenance Fees

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last written below.

CITY OF PADUCAH:

Signed By: _____
George P. Bray, Mayor

Date: _____

COUNTY OF McCRACKEN:

Signed By: _____
Craig Z. Clymer, Judge Executive

Print Name: _____

Date: _____

COMMUNICATIONS INTERNATIONAL, INC.

By:  _____
Jeana Quintana, CFO

Date: _____

Exhibit A – Scope of Services

Exhibit A.1 - Addendum of Contract Changes to Scope of Services

Exhibit B – Project Schedule

Exhibit C - Site Preparation Guidelines

Exhibit D - Detailed Design Documents

Exhibit E - Notice of Acceptance

Exhibit F – Final System Acceptance Test Plan

Exhibit G – Equipment Manufacturer Warranties

Schedule A – Fee Pricing Schedule

Schedule B - Demand Service Fee Rates

Schedule C – Annual Maintenance Fees

Agenda Action Form

Paducah City Commission

Meeting Date: December 12, 2023

Short Title: Approve Amendment # 10 to the Agreement with Federal Engineering for Radio System Implementation Support not exceeding \$265,782 - **B. LAIRD**

Category: Municipal Order

Staff Work By: Brian Laird, Daron Jordan,
Lindsay Parish
Presentation By: Brian Laird

Background Information: This action authorizes the City to enter into Amendment No. 10 with Federal Engineering for professional consulting work related to implementation support for the Paducah/McCracken County 911 Radio System Upgrade.

In 2016, the City of Paducah retained Federal Engineering to perform consulting work related to upgrading the 911 System. In 2018, the City of Paducah authorized multiple amendments to the consulting agreement. In 2021, the City of Paducah authorized an amendment to the agreement to refresh the 911 Radio Project report. In 2022, the City of Paducah authorized Amendment No. 9 to the agreement for the preparation of an RFP, proposal evaluation, and contract negotiation support from Federal Engineering. The City is now moving into the implementation phase and wishes to utilize the professional consulting services of Federal Engineering.

This Amendment takes the project from the initiation, planning, and design review phases through installation, testing, and final cutover. This contract authorizes a maximum expenditure of \$265,782, which includes projected labor, travel, and other direct costs through the end of the calendar year 2024. The City will work with Federal Engineering to develop a revised budget for the 2025 calendar year based on the selected vendor's progress. This expenditure will be charged to 911 Fund for the remainder of FY2024 and will be budgeted for FY2025.

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

If yes, please list the Commission Priority: 911 Radio/Tower Upgrades and Operational Funding

Communications Plan: N/A

Funds Available: Account Name: 911 Fund

Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO - 911 Federal Engineering Amendment 10 – Implementation Services
2. Amendment 10 - Implementation - Paducah-McCracken PSMR IMPL Support 20230911

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AMENDMENT NO. 10 TO THE PROFESSIONAL CONSULTING AGREEMENT WITH FEDERAL ENGINEERING, INC., FOR PROFESSIONAL SERVICES RELATED TO IMPLEMENTATION SUPPORT FOR THE PADUCAH-MCCRACKEN COUNTY 911 RADIO UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$265,782 AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, by Ordinance No. 2016-8-8401, the City of Paducah retained Federal Engineering, Inc., to perform consulting work for the City of Paducah related to the upgrade of the Paducah 911 System; and

WHEREAS, by Ordinance No. 2018-4-8528, the City of Paducah authorized amendments to the Professional Consulting Agreement; and

WHEREAS, by Municipal Order No. 2457, the City authorized a refresh to the report for the upgrade of the Paducah 911 System; and

WHEREAS, by Municipal Order No. 2491, the City of Paducah approved a Memorandum of Agreement with McCracken County Fiscal Court for the formation of the Joint 911 Communication Services Oversight Committee to make recommendations and reports to the City of Paducah and McCracken Fiscal Court for the funding, upgrades and governance of 911 in Paducah/McCracken County; and

WHEREAS, the City approved Municipal Order No. 2572 on May 10, 2022, for professional services related to the request for proposal preparation, proposal evaluations, and contract negotiations; and

WHEREAS, the City has now entered into an agreement with Communications International, Inc. for the 911 Radio System Upgrade and desires for Federal Engineering to provide professional consulting services for the implementation of the agreement.

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

SECTION 1. Authorizations & Recitals. That the City hereby authorizes and approves Amendment No. 10 to the Professional Consulting Agreement with Federal Engineering, Inc., in an amount not to exceed \$265,782 for professional services related to implementation project management support for the initiation, planning, design review,

installation, testing, and final cutover phases of the Paducah-McCracken County 911 Radio Project in substantially the form attached hereto and made part hereof (Exhibit A) and authorizes the Mayor to execute said Amendment.

SECTION 2. Expenditures. This agreement shall be funded through the 911 Fund for FY2024 and will be budgeted for future fiscal years.

SECTION 3. Effective Date. 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, December 12, 2023
Recorded by Lindsay Parish, City Clerk, December 12, 2023

\\MO\911 Federal Engineering Amendment 10 – Implementation Services

Exhibit A



"Unleashing the Power of Technology"

**Federal
Engineering®**

Federal Engineering, Inc.

10560 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

STATEMENT OF WORK (SOW)
Issued: September 11, 2023

ATTACHMENT TO:
PROFESSIONAL CONSULTING AGREEMENT
DATED: August 18, 2016

AMENDMENT 10

CITY OF PADUCAH/McCRACKEN COUNTY

RADIO SYSTEM IMPLEMENTATION SUPPORT- 2023/2025

1.0 INTRODUCTION AND ISSUES

1.1 Project Overview

Building upon prior work done by Federal Engineering (**FE**), the City of Paducah and McCracken County, Kentucky (Paducah-McCracken) plans to replace its current radio communications system to an interoperable P25 system and requested that **FE** provide personnel to assist with the implementation support phase of the radio project.

This Statement of Work (SOW) describes the work to be completed by **FE** in support of Paducah-McCracken.

2.0 TASKS TO BE PERFORMED

FE will provide the following radio system implementation support tasks in support of the Paducah-McCracken project.

2.1 Implementation Project Management Support

Implementation support services take a project from the initiation, planning, and design review phases through installation, testing, and final cutover. **FE** will review project planning before major commitments are made and will provide Paducah-McCracken management with the visibility necessary to minimize surprises and create a proactive project management environment. We will determine if the radio vendor is compliant with the contract regarding agreed-upon system requirements, schedule, and cost milestones.

Our implementation support tasks will align with the selected vendor's schedule to provide oversight and management of the vendor's specific activities. Upon vendor contract award, **FE** will provide an implementation oversight schedule that aligns with the vendor's implementation schedule.

The following activities are typical of this type of project. **FE** will coordinate with Paducah-McCracken to determine which of these tasks will be necessary based on the radio system vendor's implementation tasks and schedule, and Paducah-McCracken's requirements:

1. Coordinate and participate in the Implementation Kickoff Meeting to discuss project goals, objectives, tasks, schedule, and deliverables with Paducah-McCracken and the selected vendor.
2. Participate in project status teleconferences as required.
3. Participate in project status meetings.
4. Participate in other project meetings as required.
5. Assist in the development of project execution processes as they relate to milestone processing, effective communications across teams, roles and responsibilities, and documentation formats.
6. Review frequency plans and license applications as required.
7. Review system fleet mapping.
8. Maintain an independent punch list of items during implementation activities including the issue, responsible party, the target date for completion, the actual date of completion, and resolution.
9. Assist Paducah-McCracken with resolving vendor implementation issues, oversee the vendor's punch list development and resolution process, identify any vendor performance issues, and make appropriate recommendations to Paducah-McCracken.
10. Coordinate with Paducah-McCracken project management personnel

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2.2 Preliminary Design Review (PDR) and Final Design Review (FDR)

FE will participate in the radio system vendor's contract/preliminary design review and a final design review. (These design reviews will be as defined in the vendor's contract.)

1. **FE** will review vendor PDR documents and attend the PDR design presentation by the vendor. The review typically includes items identified in the vendor's project plan such as the following:
 - Project schedule
 - Individual site designs
 - Frequency plan
 - Detailed system design
 - Updated equipment list (by site)
 - Updated system drawings
 - Factory acceptance test plans and procedures (FATP)
 - Site testing plans and procedures
 - Radio coverage methodologies and coverage acceptance test plan (CATP)
 - Cutover plans
 - System acceptance test plans
 - Training plans
 - List of manuals and documentation
 - Final PDR package
 - Decommissioning process for old equipment
2. **FE** will work with Paducah-McCracken and vendor to identify areas of deficiency, document these areas in a punch list, and provide recommendations to correct the deficiencies. **FE** will be available to assist Paducah-McCracken with formal change management processes, if any, resulting from the PDR.
3. **FE** will review FDR documents and, if applicable, attend the FDR presentation to monitor the successful resolution of PDR punch list items.
4. **FE** will make a recommendation to Paducah-McCracken regarding the vendor's readiness to move on to the next phase.

2.3 Factory Testing, Equipment Delivery, and Installation Verification

1. **FE** will attend factory staging of the system at the vendor's facility acting as Paducah-McCracken's technical advisor.
2. **FE** will conduct an independent inventory of equipment upon delivery to each site and compare the inventory with Paducah-McCracken's purchase order/contract for accuracy.

3. **FE** will oversee the radio system and other infrastructure vendors' project implementation tasks to assess timely completion and adherence to schedule.
4. **FE** will inspect each site to assess whether the equipment installations are in accordance with the specifications, meet good workmanship practices, and are within equipment standards. For the following inspection-related activities as identified in the vendor's schedule, **FE** will typically perform the following:
5. Review shelter preparation activities to assess whether they have been performed correctly and in time for installations
6. Assess whether required facility improvements have been made including internal and external grounding
7. Inspect site installations and grounding
8. Inspect the site equipment installation including antenna, transmission line, radio system infrastructure equipment, and microwave equipment
9. Witness the vendor's final site tests
10. Review each site's punch list and determine if it includes deficiencies noted during the site preparation and test verification. Determine if corrective actions have been taken before any punch list items are removed.

2.4 Coverage and System Testing

FE will participate in the following testing activities as identified in the vendor's schedule.

1. **FE** will witness coverage tests. We will accompany the system vendor for the coverage testing to assess the methodology and data collection compliance. **FE** and Paducah-McCracken will mutually define the coverage testing area for which we will accompany the vendor.
2. **FE** will review coverage test results.
3. **FE** will attend final system testing and observe test results.
4. **FE** will provide a memo to Paducah-McCracken that identifies coverage and system testing results and any recommendations for the vendor to correct deficiencies in the test documentation. **FE** will review the independent punch list and vendor punch list and assess retesting results to confirm that the deficiencies have been corrected.

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2.5 System Acceptance and Cutover

1. Prior to the system acceptance process, **FE** will review the final vendor cutover plan and identify deficiencies or areas for improvement to Paducah-McCracken. **FE** will assist Paducah-McCracken with negotiating final changes to the cutover plan with the vendor.
2. Final system acceptance will begin after the system tests have been successfully completed by the vendor and the fully functional system has been delivered. **FE** will witness acceptance testing activities, assess the test results, and make any necessary recommendations for the vendor to correct deficiencies noted during the testing.
3. Upon completion of system acceptance testing and correction of deficiencies, including punch list and documentation items, **FE** will make a recommendation to Paducah-McCracken regarding the acceptance of the system and cutover.
4. **FE** will witness the cutover to determine if cutover procedures are executed properly and success criteria met.

2.6 Subscriber Template Development

Assistance with review of one master subscriber radio programming template, to include:

1. Review fleetmap developed by selected vendor with input from Paducah-McCracken
2. Review the previous Paducah-McCracken master template and other applicable templates

2.7 On-Call Technical Support

As an option and as requested by Paducah-McCracken, **FE** can also provide additional assistance with public safety communications planning or implementation support on either a firm fixed price or time and material basis in accordance with the rates shown in the attached Schedule A.

3.0 SCHEDULE

This support agreement will begin upon execution of this SOW and remain active throughout the contract period of performance.

4.0 STAFFING/ORGANIZATION

Mr. Travis LePage who has supported this project since 2018 will serve as the Director of Operations for the implementation oversight project with programmatic and technical support provided by other **FE** staff as necessary.

5.0 COST

Assignments will be performed on a time and materials basis in accordance with the rates in Schedule A. Schedule A rates are reviewed and may be updated annually. This SOW initially authorizes a maximum of \$265,782 which includes projected labor, travel, and other direct costs through the end of the calendar year 2024. **FE** and the Paducah-McCracken Project Manager will develop a revised budget for the 2025 calendar year based on the selected vendor's progress no later than December 1, 2024, and amend this SOW as needed based on Paducah-McCracken's expected needs for **FE** support to complete the project.

Invoices will be submitted monthly. The invoices will detail each task assignment, the personnel assigned, the number of hours charged, and details regarding travel and other direct costs. A minimum of one hour of project management time per week will apply for the duration of the agreement for project administration and to maintain project continuity. Invoices will be submitted as directed by the purchase order for processing.

Upon receiving a request to perform on-call tasking outlined in Section 2.7, **FE** will respond to the Paducah-McCracken Project Manager or their designee via email with an estimated cost to perform the assignment if the duration to complete the task is more than eight hours. Upon receipt and written acceptance of the estimated cost and a Notice to Proceed from Paducah-McCracken, **FE** will commence the assignment.

During the assignment, if situations arise that cause a change in the estimated cost, **FE** will notify Paducah-McCracken's Project Manager or their designee of the revised estimate and the reason for the change.

6.0 BASIS FOR OUR SCOPE OF WORK

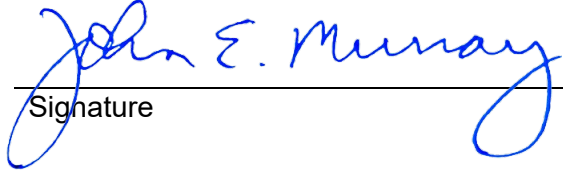
1. **FE** professionals will be directed by the Paducah-McCracken Project Manager or their designee according to the assignments to be performed. The scheduling of **FE** resources will be mutually agreed upon based on the needs of Paducah-McCracken and the availability of the specific **FE** consultants.
2. This proposal assumes Federal Engineering, Inc. will perform tasks called out in Section 2 (excluding any optional tasks or services). The deletion of a task or significant change in the scope of one or more tasks may affect the overall price. Optional tasks can be priced at Paducah-McCracken's request and added to this SOW via a mutually agreeable contract modification.
3. **FE** will provide draft and final deliverables electronically to Paducah-McCracken.
4. This SOW assumes that Paducah-McCracken's Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.

5. Any optional or additional tasking will be authorized by mutual agreement of Paducah-McCracken and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed to in an additional task order by Paducah-McCracken and **FE**.
6. **FE** will notify Paducah-McCracken should additional funding be required to complete the approved tasks. The authorized funding will be increased by a written modification to this task duly executed by both Paducah-McCracken and **FE**.
7. This proposal is based upon a start date on or before November 1, 2023 and assumes a 20-month schedule. The schedule for implementation oversight will be adjusted after the determination of Paducah-McCracken's procurement schedule and the vendor's final approved implementation schedule. Delays to the project schedule due to actions or lack of actions on the part of Paducah-McCracken, Paducah-McCracken participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to Paducah-McCracken will be brought to the attention of Paducah-McCracken's Project Manager in a timely manner and will be reduced to writing via a mutually agreed upon contract amendment.
8. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of Paducah-McCracken, Paducah-McCracken participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may need periodic revisions based on actual experience and subsequent developments.

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Submitted by **FE**

Authorization to begin work by the City of
Paducah, Kentucky



Signature

Signature

John E. Murray
Executive Vice President
Chief Operating Officer

Printed name and title

September 11, 2023

Date

Date

SCHEDULE A
LONG-TERM CONSULTING RATES

Effective January 1, 2023 through December 31, 2024

Principal	\$ 400.00 per hour
Vice President	\$ 360.00 per hour
Director/Chief Consultant	\$ 280.00 per hour
Senior Consultant	\$ 233.00 per hour
Consultant	\$ 200.00 per hour
Senior Analyst	\$ 165.00 per hour
Analyst	\$ 122.00 per hour
Administrative Services	\$ 95.00 per hour

TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.

01-01-23

Agenda Action Form

Paducah City Commission

Meeting Date: December 12, 2023

Short Title: City of Paducah Retiree Death Benefit Plan Adoption - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The City of Paducah, through ordinance and other contractual obligations, provides retirees with the option of continuing their group life insurance. An employee participating in the group life insurance plan may continue coverage in the amount of \$4,000.00, for which the retiree shall pay fifty (50) percent of the total monthly premium. In no event shall the City pay more than fifty (50) percent of any such premium. The City no longer has an insurance company to provide this life insurance policy for us and is moving this obligation to a self-insured instrument. This instrument will provide a death benefit for eligible retirees through a plan document that will cover the same benefit that has been covered through insurance contracts.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Life Insurance Retirees

Account Number: 1000 3501 524280

Staff Recommendation: To adopt the City of Paducah Retiree Death Benefit Plan to commence on January 1, 2024.

Attachments:

1. MO - Self-Insured Retiree Life Insurance Plan Document
2. City of Paducah Death Benefit Plan(234841597.3) v2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE CITY OF PADUCAH SELF-INSURED RETIREE LIFE INSURANCE PLAN DOCUMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. The City of Paducah, through Ordinance and other contractual obligations, provides retirees with the option of continuing their group life insurance. An employee participating in the group life insurance plan may continue coverage in the amount of \$4,000, for which the retiree shall pay fifty percent (50%) of the total monthly premiums. In no event shall the City pay more than 50% of any such premium.

SECTION 2. The City no longer has an insurance company to provide this life insurance policy, and is now moving this obligation to a self-insured plan document. Said plan document will provide the same benefits as mentioned in Section 1 hereinabove. (See Exhibit “A” attached hereto and made a part hereof.)

SECTION 3. That the City of Paducah Self-Insured Retiree Life Insurance Plan Document shall become effective January 1, 2024.

SECTION 4. This expenditure will be charged to Life Insurance Retirees Account 1000 3501 524280.

SECTION 5. This order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 12, 2023

Recorded by Lindsay Parish, City Clerk, December 12, 2023

\\mo\\Self-Insured Retiree Life Insurance Plan Document

**CITY OF PADUCAH
RETIREE DEATH BENEFIT PLAN**

Effective January 1, 2024

CITY OF PADUCAH RETIREE DEATH BENEFIT PLAN

INTRODUCTION

The City of Paducah, Kentucky (the “City”) has heretofore provided death benefits on behalf of retired employees of the City through life insurance contracts. The City hereby establishes this Retiree Death Benefit Plan (the “Plan”) to provide the death benefits described in this instrument. This Plan is intended to fulfill the City’s obligations under City Ordinance 2009-4-7530, Section 78-40, and as provided under the collective bargaining agreements between the City and the IAFF, dated March 14, 2023, and the City and the FOP, dated April 11, 2023. In providing this Plan, the City hereby modifies its retiree life insurance program by self-insuring such death benefits by the City.

ARTICLE I. BENEFITS

1.1 **Death Benefit.** A benefit of \$4,000 will be paid to the beneficiary of an Eligible Retiree (defined below) upon the death of the Eligible Retiree.

1.2 **Eligibility.** An individual who has retired from employment with the City is eligible for benefits under this Plan as an “Eligible Retiree” if they qualify for retirement under the Kentucky Public Pensions Authority (KPPA), according to criteria set by the retirement plan they are enrolled in. The original hire date of an employee determines the retirement plan they are enrolled in and the qualifications for meeting retirement eligibility requirements under that plan.

1.3 **Eligibility Termination.** An Eligible Retiree will cease to be eligible for benefits under the Plan on the date that the Eligible Retiree begins active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less), or (b) returns to employment with the City. Eligibility will cease if premiums for the Eligible Retiree are not paid by the due date set forth each year.

1.4 **Beneficiary Designation.** Death benefits under the Plan are payable to the beneficiary designated by the Eligible Retiree in writing and in accordance with the procedures for designation maintained by the City. An Eligible Retiree may change a beneficiary in writing under the procedures established by the City. If a beneficiary is not designated, or the designated beneficiary does not survive the Eligible Retiree, the beneficiary will be deemed to be the following, in respective order:

- (a) Surviving spouse of the Eligible Retiree;
- (b) If there is no surviving spouse, the surviving children of the Eligible Retiree (natural and adopted children) in equal shares;
- (c) If there is no surviving spouse and no surviving children, the surviving parents in equal shares;

(d) If there is no surviving spouse, no surviving children, and no surviving parents, the death benefit will be paid to the estate of the Eligible Retiree.

1.5 Expenses. The City may in its discretion pay up to \$2,000 to any person or entity that has incurred expenses related to the death and subsequent burial of the Eligible Retiree. This amount if paid will be deducted from the amount of the death benefits payable.

ARTICLE II. ADMINISTRATION

2.1 In General. This Plan will be administered by the City (as the “Plan Administrator”) or the office or committee established by the City to serve as the Plan Administrator. The authority of Plan Administrator shall include, but shall not be limited to, the following:

(a) To establish such rules and regulations as it deems necessary or proper for the efficient administration of the Plan and for the payment of benefits thereunder.

(b) To interpret the Plan, decide all questions concerning the eligibility of persons to participate in the Plan, make findings of facts and construe any ambiguous provision, correct any defect, supply any omission, or reconcile any inconsistency, in such manner and to such extent as the Plan Administrator in its discretion may determine; and any such action will be binding and conclusive upon all persons.

(c) To appoint such agents, counsel, accountants, consultants, and other persons as may be required or desirable to assist in administering the Plan, including, without limitation, employees of the City.

2.2 Indemnification. The City shall indemnify and save harmless the City’s officers, directors, employees, agents, heirs, executors and assigns, from and against any and all loss, damage, action, fee, cost, claim, liability, proceeding, or expense (including reasonable attorneys’ fees) to which such indemnified parties may be subjected arising out of, resulting in whole or in part from, or otherwise related to any act, conduct, or inaction (except willful or reckless misconduct), in their official capacities in the administration of the Plan.

ARTICLE III. CLAIM PROCEDURES

3.1 Claims Filing Procedure. Claims for benefits under this Plan shall be administered in accordance with the claims procedure described in this Article III. For purposes of this Article, a “Claim” is any request for a Plan benefit, made by a claimant or by a representative of a claimant that complies with the Plan Administrator’s reasonable procedure for making benefit claims. The Plan Administrator may designate certain person(s) to administer the Plan (i.e., Claims Administrator) with the same rights and discretionary authority as the Plan Administrator.

(a) When Claims Should Be Filed. Claims must be filed with the Plan Administrator within 90 days of an event that gives rise to a Claim under the Plan. Claims filed later than that date will be declined unless:

(1) It is not reasonably possible to submit the Claim in that time; and

(2) A Claim is submitted as soon as reasonably possible and within one year from the date incurred. This one-year period will not apply when the person is not legally capable of submitting the claim.

The Plan Administrator may require an examination by a physician selected by and at the expense of the Plan Administrator. Unless prohibited by law, the Plan Administrator may also require an autopsy to process a Claim at the expense of the Plan Administrator.

(b) Additional Information. The Plan Administrator will notify the Claimant with 15 days of receiving a Claim if additional information is needed to process the Claim. The Claimant will have no less than 30 days to provide such information.

3.2 Notice to Claimant of Adverse Determinations. The Claims Administrator shall provide written or electronic notification of any adverse benefit determination within 90 days of receiving a Claim, unless an extension is required to make a determination, which may be no longer than an additional 90 days. The notice will state, in a manner calculated to be understood by the claimant:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the determination was based.

(c) A description of any additional material or information necessary for the claimant to perfect the Claim and an explanation of why such material or information is necessary.

(d) A description of the appeal procedures and time limits applicable to an appeal, including the right to request an appeal within 60 days and the right to bring a civil action following the appeal process.

3.3 Appeals. When a Claimant receives an adverse benefit determination, the Claimant has 60 days following receipt of the notification from the Plan Administrator in which to appeal the decision. The Plan Administrator will respond no later than 60 days following receipt of the request for an appeal, unless the Plan Administrator determines that an extension is required, in which case the Claimant will be notified in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 60 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which the Plan Administrator expect to render the appeal decision.

(a) The Claimant will be provided with the following when a decision is made on appeal: (1) information regarding the decision; and (2) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

(b) The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which the Plan Administrator receives the response; or (2) the date established by the Plan Administrator in the notice of extension for the furnishing of the requested information.

ARTICLE IV. PLAN AMENDMENT OR TERMINATION

4.1 Amendment or Termination. The City may amend the Plan in order to add or delete any benefit, implement employee contributions or change the amount or percentage of any required employee contributions, or otherwise change the terms of the Plan at any time without prior notice to any person. The City further reserves the right to terminate the Plan at any time without the consent of or advance notice to any person. Any amendment or termination shall subject to and conform to the requirements of applicable law.

4.2 Procedure. Any amendment or termination of the Plan or of a Component Plan must be in a writing that is adopted by the City for the purposes stated in the writing. The effective date of the amendment or termination shall be the effective date stated in the writing or, if no effective date is indicated, the date that the writing is adopted by the City. The adoption of an amendment or termination must be approved by the applicable administrative procedures regulations that are applicable to the City with respect to the Plan.

ARTICLE V. GENERAL PROVISIONS

5.1 Costs and Expenses. The costs and expenses of administration of the Plan shall be paid by the City.

5.2 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the City except as provided herein. The Plan will not be deemed to constitute a contract between the City and any Participant, or to provide any Participant or Employee with a right to continued employment. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the City or to interfere with the right of the City to discharge any Participant or Employee at any time regardless of the effect that such discharge shall have upon him as a Participant of this Plan.

5.3 Governing Law. The Plan and each Component Plan will be construed and enforced in accordance with the applicable ordinances of the City of Paducah and the laws and regulations of the State of Kentucky.

5.4 Lost Payee. Any amount due and payable to an Eligible Retiree or Beneficiary shall be forfeited if the Plan Administrator, after reasonable effort, is unable to locate the Eligible

Retiree or Beneficiary to whom payment is due. The Plan Administrator shall prescribe uniform and nondiscriminatory rules for carrying out this provision.

[Execution Page Follows]

IN WITNESS WHEREOF, the City has adopted this instrument as the City of Paducah Retiree Death Benefit Plan, effective as of the date first written above.

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

Agenda Action Form

Paducah City Commission

Meeting Date: December 12, 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. ORD 126-76- sign amendment- 11-2023
2. TXT2023-0001 Sign regulations EDIT (BOC)
3. Resolution

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

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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.

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: December 12, 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

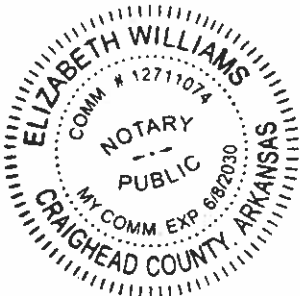


Exhibit A
Bid Application and any Addendum

Agenda Action Form

Paducah City Commission

Meeting Date: December 12, 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. ORD - Ethics Ordinance Update ADOPTION VERSION

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 have more than four unexcused absences 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" of an officer as that term is used in KRS 83A.040(9) and may subject the officer to the hearing procedures set forth therein if the offending conduct was in the performance of the duties of his or her office.

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>

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 if the offending conduct was in the performance of the duties of his or her office.

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 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: December 12, 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)

Agenda Action Form

Paducah City Commission

Meeting Date: December 12, 2023

Short Title: Joint Sewer Agency Easement - **S. KYLE /J. HODGES**

Category: Ordinance

Staff Work By:
Presentation By: Steve
Kyle, Jon Hodges

Background Information: The Paducah McCracken Joint Sewer Agency (JSA), formed July 1, 1999, currently manages the publicly owned sanitary sewer network for McCracken County and the City of Paducah. The system includes three wastewater treatment plants, 6,400 manholes, 75 sanitary sewer lift stations within the collection system, 58 miles of sanitary sewer force main and over 385 miles of gravity sanitary sewer main, of which at least 41 miles are combined storm and sanitary sewers. The former City of Paducah system includes 11 permitted Combined Sewer Overflows (CSOs). In September of 2007, the JSA entered into an Agreed Order (Civil Action No. 07-CI-1252) with the Kentucky Division of Enforcement, addressing Kentucky Division of Water (KDOW) concerns related to CSO remediation and removal of Sanitary Sewer Overflows (SSOs). The JSA submitted and received approval in 2016 of a required Long Term Control Plan (LTCP) which proposed approximately \$100 million of projects related to CSO remediation spread over a 22 year schedule, the longest period acceptable by DOW and the Environmental Protection Agency (EPA). The JSA has been actively working these projects, in addition to projects related to the mitigation of SSOs, since 2010. Currently, the JSA is pursuing a project near the Paducah Wastewater Treatment Plant to pump, screen and disinfect (disinfection is a separate project due for completion in 2031) of approximately 80 million gallons per day (MGD) of wet weather flow.

In order to construct the project, an easement is required from property owned by the City of Paducah (Fire Training Center). The easement is necessary to connect the treatment chain from a previously constructed diversion and pumping station, through the floodwall, and reconnecting to the existing effluent piping. The permanent easement required is approximately 20,957 square feet (0.481 acres). The easement document, associated easement exhibit, and a drawing showing the easement location are included.

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: Grant JSA Approval

Attachments:

1. ORD - Sanitary Sewer Easement Joint Sewer Agency JSA – Seventh and Flournoy Street 2023
2. Easement Map
3. 23468 - easement signed 7-18-2023
4. JSA - City easement

ORDINANCE NO. 2024-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH MCCrackEN COUNTY JOINT SEWER AGENCY FOR AN AREA LOCATED NORTH OF SEVENTH STREET (UNDEVELOPED) AND WEST OF FLOURNOY STREET (UNDEVELOPED) OWNED BY THE CITY OF PADUCAH IN ORDER TO CONNECT THE TREATMENT CHAIN FROM A PREVIOUSLY CONSTRUCTED DIVERSION AND PUMPING STATION THROUGH THE FLOODWALL AND RECONNECTING TO THE EXISTING EFFLUENT PIPING.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Sanitary Sewer Easement between the City of Paducah and Paducah McCracken County Joint Sewer Agency, as attached hereto and made part hereof, Exhibit 1, for and in consideration of One dollar and no/100 (\$1.00) for an area located north of Seventh Street (undeveloped) and west of Flournoy Street (undeveloped), and being more particularly described as follows:

SANITARY SEWER EASEMENT

A certain tract of land as surveyed by Bacon Farmer Workman Engineering and Testing, Inc. under the direction of Kyrin Jett Wood, P.L.S.#3445 and being generally located north of 7th Street (undeveloped) and west of Flournoy Street (undeveloped), Paducah, McCracken County, Kentucky, more particularly described as: Beginning at a point, said point being the intersection of the west right-of-way Flournoy Street (undeveloped) and the north right-of-way of 7th Street (undeveloped); Thence along the north right-of-way of 7th Street (undeveloped), N62°05'38"W a distance of 200.08 ft. to a point; Thence leaving the above said right-of-way, N31°53'20"E a distance of 111.94 ft. to a point; Thence, S58°06'40"E a distance of 199.63 ft. to a point, said point being in the west right-of-way of Flournoy Street (undeveloped); Thence along the west right-of-way of Flournoy Street (undeveloped), S31°54'25"W a distance of 98.04 ft. to the point of beginning.

The above described Easement contains 0.481 acres.

This easement is more particularly shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated June 22, 1982, as recorded in Deed Book 646, Page 626, in the McCracken County Clerk's Office.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, December 12, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\Sanitary Sewer Easement Joint Sewer Agency JSA – Seventh and Flourney Street 2023

Exhibit A

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT made and entered into on this the ____ day of _____, 2023, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called "Grantor(s)"(whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2023, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY**, 621 Northview Street, Paducah, KY 42001, hereinafter called "Grantee";

W I T N E S S E T H :

That for and in consideration of **One dollar and no cents (\$1.00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor(s) do by these presents grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual sanitary sewer easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove any and all lines, mains, drains and appurtenances for the improvement of a sanitary sewer with all rights of ingress and egress over and across real property owned by the Grantor(s) in McCracken County, Kentucky. Said perpetual sanitary sewer easement shall be described as follows:

SANITARY SEWER EASEMENT

A certain tract of land as surveyed by Bacon Farmer Workman Engineering and Testing, Inc. under the direction of Kyrin Jett Wood, P.L.S.#3445 and being generally located north of 7th Street (undeveloped) and west of Flournoy Street (undeveloped), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point, said point being the intersection of the west right-of-way Flournoy Street (undeveloped) and the north right-of-way of 7th Street (undeveloped); Thence along the north right-of-way of 7th Street (undeveloped), N62°05'38"W a distance of 200.08 ft. to a point; Thence leaving the above said right-of-way, N31°53'20"E a distance of 111.94 ft. to a point; Thence, S58°06'40"E a distance of 199.63 ft. to a point, said point being in the west right-of-way of Flournoy Street (undeveloped); Thence along the west right-of-way of Flournoy Street (undeveloped), S31°54'25"W a distance of 98.04 ft. to the point of beginning.

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Being a part of the same property conveyed to the City of Paducah, by deed dated June 22, 1982, as recorded in Deed Book 646, Page 626, in the McCracken County Clerk's Office.

The grant of this easement is subject to existing easements for roads and other utilities. Grantee shall, at its expense, repair all damage and surface damage to Grantor(s)' property occasioned by the construction of the sanitary sewer lines, mains, drains, and appurtenances, and by its use of the easement areas and occurring within one year of completion of installation of the sanitary sewer referred to herein, including, but not limited to grading, filling, compacting, leveling, sodding, and seeding as may be reasonably required to mitigate erosion as mutually agreed upon by both Grantor and Grantee.

The aforesaid sanitary sewer easements are perpetual and shall remain in full force and effect unless formally terminated in writing by Grantee. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements to the Grantee, its successors and assigns forever, with covenant of General Warranty.

IN WITNESS WHEREOF, the Grantor(s) and Grantee(s) have executed this instrument on the date first above written.

GRANTOR(S):

GRANTEE(S):

CITY OF PADUCAH

PADUCAH McCracken County
Joint Sewer Agency

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Commonwealth of Kentucky
County of _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was thereupon acknowledged before me by _____ (name), _____ (title), an authorized agent for the City of Paducah, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

WITNESS my hand and notarial seal on this the ____ day of _____, 20____.

Notary Public, State at Large

Notary ID# _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was
thereupon acknowledged before me by _____ (name), _____
_____ (title), an authorized agent for the Paducah-McCracken County Joint Sewer Agency, to be a free
and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

WITNESS my hand and notarial seal on this the ____ day of _____, 20____.

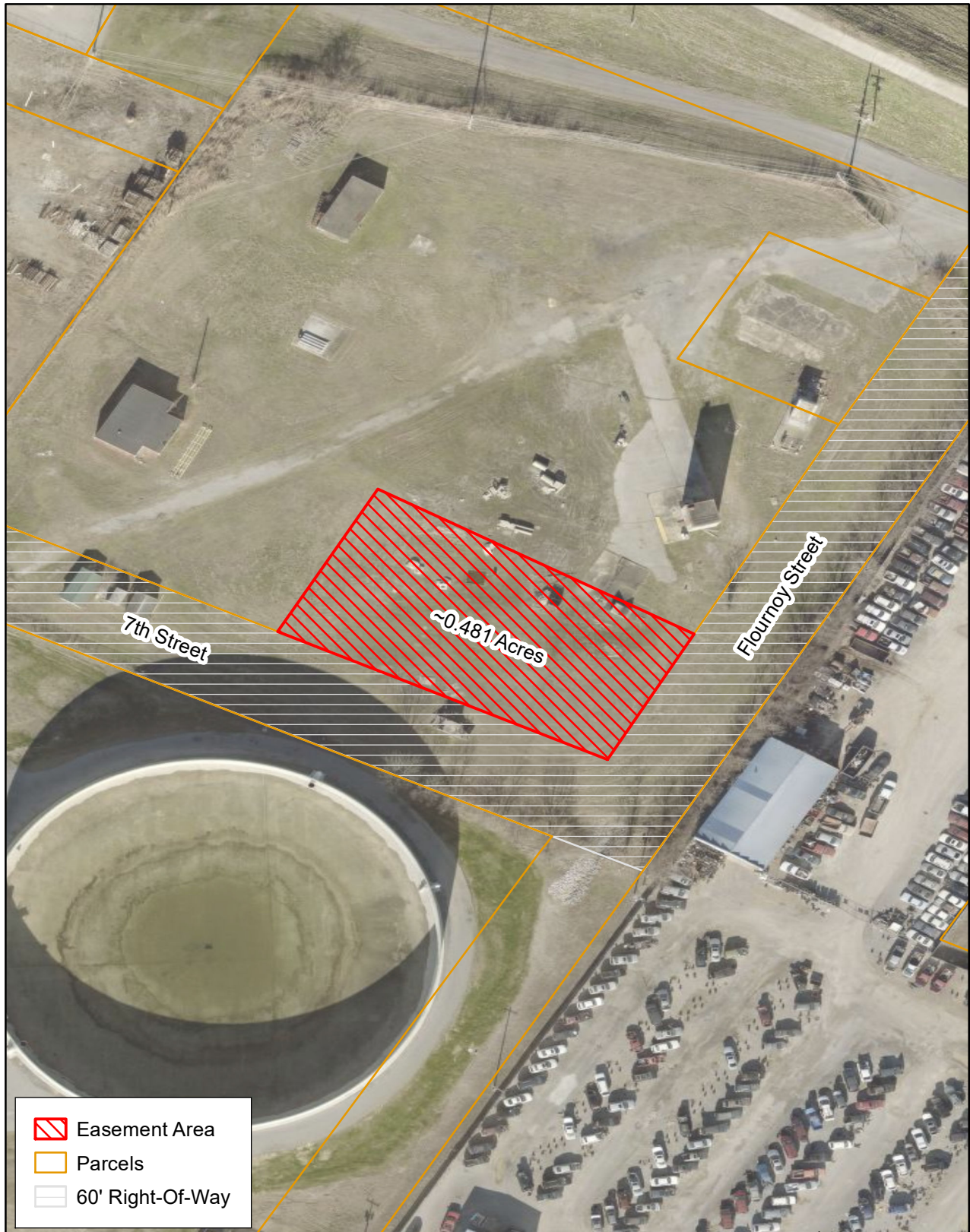
Notary Public, State at Large

Notary ID# _____

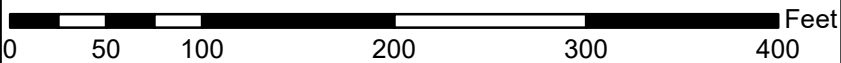
This instrument was prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, Kentucky 42002-0969

EXHIBIT “A” - DRAWING



Easement Exhibit for JSA
7th St. & Flournoy St.
Paducah, KY 42001



Date: 07/18/2023

Aerial: KYMCK23 (KYMCK005)_OM
(2023 EagleView Mosaic)

Projected Coordinate System:
NAD 1983 StatePlane KY South FIPS 1602 Ft



BACON | FARMER | WORKMAN

ENGINEERING & TESTING, INC.

500 SOUTH 17TH STREET | PADUCAH, KY 42003

A certain tract of land as surveyed by Bacon Farmer Workman Engineering and Testing, Inc. under the direction of Kyrin Jett Wood, P.L.S.#3445 and being generally located north of 7th Street (undeveloped) and west of Flournoy Street (undeveloped), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point, said point being the intersection of the west right-of-way Flournoy Street (undeveloped) and the north right-of-way of 7th Street (undeveloped);

Thence along the north right-of-way of 7th Street (undeveloped), N62°05'38"W a distance of 200.08 ft. to a point;

Thence leaving the above said right-of-way, N31°53'20"E a distance of 111.94 ft. to a point;

Thence, S58°06'40"E a distance of 199.63 ft. to a point, said point being in the west right-of-way of Flournoy Street (undeveloped);

Thence along the west right-of-way of Flournoy Street (undeveloped), S31°54'25"W a distance of 98.04 ft. to the point of beginning.

The above described Easement contains 0.481 acres.

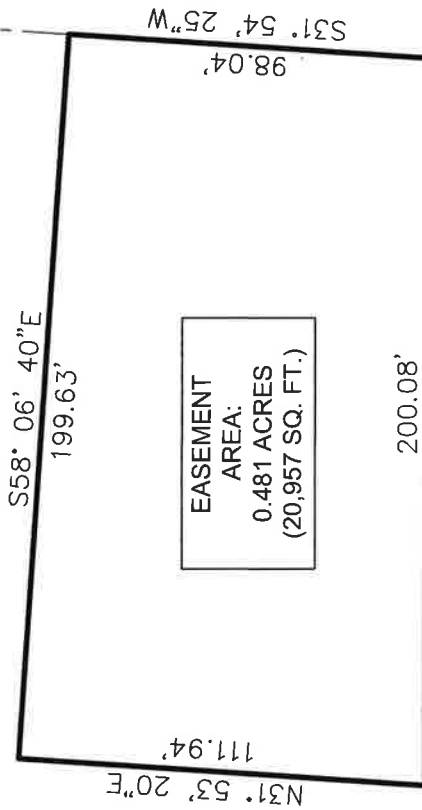
The above described Easement is across City of Paducah property (recorded in Deed Book 646, Page 626).





CITY OF PADUCAH
DEED BOOK 646, PAGE 626

FLOURNOY STREET
(UNDEVELOPED)
(60' RIGHT-OF-WAY)



7TH STREET (UNDEVELOPED)
(60' RIGHT-OF-WAY)

K. J. Wood
3445
LICENSED
PROFESSIONAL
LAND SURVEYOR

July 18, 2023

BFW BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

500 SOUTH 17th STREET
PADUCAH, KY 40301
PHONE: 270.443.1895

403 N. COURT STREET
PADUCAH, KY 40301
PHONE: 618.997.9190

1215 DUGGID DRIVE
PADUCAH, KY 40301
PHONE: 270.553.7307

866 DOUBLE BRIDGE RD.
LEWISBURG, TN 37091
PHONE: 615.359.4882

907 ARROW RD. SUITE 2
CHAMPAGNE, IL 61821
PHONE: 217.530.4283

www.bfmw.com

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PROJECT NO.	23468
DATE	7/18/2023
DRAWN BY:	KNM
SCALE:	1"=50'

EASEMENT EXHIBIT
EASEMENT FOR JSA 7th ST. & FLOURNOY ST. PADUCAH, KENTUCKY

SHEET
EX 1.0

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT made and entered into on this the ____ day of _____, 2023, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called “Grantor(s)” (whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2023, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY**, 621 Northview Street, Paducah, KY 42001, hereinafter called “Grantee”;

W I T N E S S E T H :

That for and in consideration of **One dollar and no cents (\$1.00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor(s) do by these presents grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual sanitary sewer easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove any and all lines, mains, drains and appurtenances for the improvement of a sanitary sewer with all rights of ingress and egress over and across real property owned by the Grantor(s) in McCracken County, Kentucky. Said perpetual sanitary sewer easement shall be described as follows:

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The aforesaid sanitary sewer easements are perpetual and shall remain in full force and effect unless formally terminated in writing by Grantee. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements to the Grantee, its successors and assigns forever, with covenant of General Warranty.

IN WITNESS WHEREOF, the Grantor(s) and Grantee(s) have executed this instrument on the date first above written.

GRANTOR(S):

GRANTEE(S):

CITY OF PADUCAH

PADUCAH McCRACKEN COUNTY
JOINT SEWER AGENCY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was thereupon acknowledged before me by _____ (name), _____ (title), an authorized agent for the City of Paducah, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

WITNESS my hand and notarial seal on this the ____ day of _____, 20__.

Notary Public, State at Large

Notary ID# _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was
thereupon acknowledged before me by _____ (name), _____
_____ (title), an authorized agent for the Paducah-McCracken County Joint Sewer Agency, to be a free
and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

WITNESS my hand and notarial seal on this the ____ day of _____, 20____.

Notary Public, State at Large
Notary ID# _____

This instrument was prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, Kentucky 42002-0969