



**CITY COMMISSION MEETING
AGENDA FOR MARCH 25, 2025
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

NEW EMPLOYEE INTRODUCTIONS Andrew Shelton, Engineering Technician - G. GUEBERT

PROCLAMATION HIV Awareness Day - Donna Reeder & A.J. Garnett, LivWell Community Health Services

PRESENTATION Paducah-McCracken County 911 Administrative Board Budget Presentation - Jeff Parker

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 March 11, 2025, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Reappointment of Cindy Ragland, Basil Drossos and Cheryl Sullivan to the Creative and Cultural Council
	E.	Approve the Application and Acceptance of a Household Hazardous Waste Grant from the Kentucky Division of Waste Management for the 2026 Spring Clean Up Day - C. YARBER
	F.	Approve an application for a Crumb Rubber Grant through Kentucky Department of Waste Management for pour in place rubber surfacing for Keiler Park in the amount of \$43,650 - A. CLARK

		G.	Authorize the Finance Director to reimburse the McCracken County PVA for aerial imagery in the amount of \$49,941.86 - E. STUBER
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Adopt 2025 - 2026 City Commission Priorities - M. SMOLEN
		B.	Authorize a Letter of Support Jointly with the McCracken County Fiscal Court Supporting the GPED Application for Grant Funding for a New Spec Building - D. JORDAN
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve an Amendment to Chapter 42 of the Code of Ordinances - S. KYLE
	IV.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Amend Ordinance No. 2023-06 -8781 Chapter 26 "Cemeteries" of the Code of Ordinances of the City of Paducah, Kentucky - A. CLARK
	V.	<u>DISCUSSION</u>	
		A.	Police Department Deflection Program Update - B. LAIRD
		B.	Budget Discussion - J. PERKINS & A. KYLE
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>	

March 11, 2025

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, March 11, 2025, at 5:00 p.m. in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, and Mayor Bray (4). Commissioner Wilson was representing the City at a Waste Management conference in Phoenix, Arizona, and was unable to attend.

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

The Mayor led the pledge.

ADDITION

Added to the Consent Agenda – Appointments to the Forest Hills Village Board.

NEW EMPLOYEE INTRODUCTION

Stefanie Wilcox introduced Jeremy Leidecker, Risk Manager.

PROCLAMATION

Mayor Bray presented a Proclamation to Dylan Dixon, from NeuroRestorative, to proclaim May 2025 Brain Injury Awareness Month.

PUBLIC COMMENTS

- Johnny Draffen – his church is interested in the property at 1801 Guthrie Avenue.

CONSENT AGENDA

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

I(A)	Approve Minutes for the Special Called Meetings of the Board of Commissioners for February 21, February 22 and March 4, 2025.
I(B)	Appointment of Ted Turner to the Paducah Golf Commission Storm Wilson to replace Rick Loyd, whose term has expired. Said terms shall expire March 26, 2029.
I(C)	Appointment of the following to the Forest Hills Village Board: <u>Brad Arterburn and Shirley Walker, said terms shall expire May 6, 2026; John Bryan Carner and Robert “Buz” Smith, said terms shall expire May 6, 2027; and Paul King and Melissa Yates, said terms expire May 6, 2028.</u>
I(D)	Personnel Actions

March 11, 2025

I(E)	A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 1802 “A SCHEDULE OF FEES FOR OAK GROVE CEMETERY AND MAUSOLEUM” PURSUANT TO CHAPTER 26, CEMETERIES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY. (MO #3022; BK 14)
I(F)	A MUNICIPAL ORDER ACCEPTING THE RECOMMENDATION OF THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION TO AUTHORIZE A CONTRACT MODIFICATION TO THE DESIGN CONTRACT WITH PECK, FLANNERY, GREAM, WARREN, LLC FOR THE PADUCAH SPORTS PARK PROJECT. (MO #3023; BK 14)
I(G)	MUNICIPAL ORDER ACCEPTING A 2025 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS BEHAVIORAL HEALTH’S CENTERPOINT RECOVERY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS (MO #3024; BK 14)

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

ORDINANCE INTRODUCTION

AMEND ORDINANCE NO. 2023-06-8781 – CHAPTER 26 “CEMETERIES” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING CHAPTER 26, “CEMETERIES”, ARTICLES I AND II OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Chapter 26, “Cemeteries” of the Code of Ordinances, to modify language related to maintenance and hours of operation, including dates that are not available for services.

DISCUSSION

Communications Manager Pam Spencer offered the following summary:

Discussion of Paducah Bruhn Historic Revitalization Grant

“Projects and Grants Coordinator Hope Reasons provided an overview of the National Park Service Paul Bruhn Historic Revitalization Grant. The City officially accepted the grant in September 2024, and the grant does not require a local match. The grant’s purpose is to foster economic development in rural communities through the rehabilitation of local historic buildings and resources. Examples of possible projects include building stabilization, façade improvements, roofs, HVAC, ADA accessibility, electrical, and plumbing.

The total amount of funding awarded to the City is \$750,000 with the grant funding period running through September 30, 2027, to use the funds. Out of our funding award, \$650,000 is allocated for awarding subgrants for building preservation to local building owners with the

March 11, 2025

remaining \$100,000 for technical assistance.

The City of Paducah is in the process of developing the application process to distribute the funds through subgrants. This application process will need to be approved by the National Park Service before Paducah can open up the application period. Reasons is hopeful that the subgrant application period will begin in May. The initial discussion is to provide subgrants in the amount of \$50,000 to \$100,000.

To be eligible for a subgrant, properties must be included within and contributing to a National Register District or individually listed on the National Register of Historic Places. Properties that are not yet listed in the National Register may still be awarded subgrants. However, they must be listed in the National Register by the end of the grant period in September 2027.

There are three eligible program areas for Paducah: 1) Downtown Historic Commercial District; 2) Market House Historical District; and 3) Southside. Properties that may be eligible for the grant include commercial, multi-unit residential, mixed use, educational, churches, and nonprofits. Only existing structures are eligible. Single family residential properties are not eligible.

For the subgrant awards, all applicants will be required to submit a minimum 10 percent cash match based on the total cost of the proposed project. Applicants that commit to a higher match amount will score higher during the evaluation process. Other criteria that will be reviewed in the application process include the project's economic and visual impacts. Projects that restore a building's original historic character also will be prioritized."

COMMENTS

City Manager

There are barricades at the entrance of City Hall due to concrete issues on the ceiling of the porch area. It is blocked from public access due to safety concerns.

EXECUTIVE SESSION

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

- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4)

RECONVENE

Commissioner Henderson offered motion, seconded by Commissioner Thomas, that the

March 11, 2025

Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4)

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4)

TIME ADJOURNED: 5:50 p.m.

ADOPTED: March 25, 2025

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

March 25, 2025

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Special Called Meeting of the Paducah Board of Commissioners – March 4, 2025
2. Letter dated February 4, 2025, regarding possible conflict of interest – Carol Gault – condo construction 608, 610 and 612 Broadway

Contract File:

1. Contract Modification #1 – Sprinturf, LLC – Paducah Sports Park – MO #3008
2. Contract Modification #1 – A&K Construction – Paducah Sports Park – MO #3009
3. Contract Modification #1 – Musco Sports Lighting, LLC – Paducah Sports Park – MO #3010
4. Memorandum of Understanding – NextOp, Inc. and City of Paducah – MO #3015
5. Contract with HdL – MO #3018
6. Contract Modifications 1-6 – A&K Construction – Tech Building – MO #3019
7. Hotel Metropolitan Co-Stewardship Agreement – MO #3021
Contract with

Financials:

1. Kemper CPA Group Report – State of Kentucky Exhibit D-1 – Certificate of Independent Public Accountants of Capital investment form.
2. Transit Authority of the City of Paducah – Financial Statement with Auditor's Report – Year Ended June 30, 2024
3. 2025A – General Obligation Bonds Documents ORD 2024-01-8833

CITY OF PADUCAH
March 25, 2025

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



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
March 25, 2025**

NEW HIRES - FULL-TIME (F/T)

<u>FINANCE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Winfield, Gina	Revenue Auditor	\$34.18/hr	NCS	Ex	May 1, 2025
<u>POLICE</u>					
Brooks, Mark A.	Police Officer	\$27.42/hr	NCS	Non-Ex	March 20, 2025
<u>PUBLIC WORKS</u>					
Staples, Nicole LaShay	Janitor/Collector	\$19.32/hr	NCS	Non-Ex	April 17, 2025

NEW HIRES - PART-TIME (P/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Cope, Mark	Temporary - Floodwall Operator	\$12.00/hr	NCS	Non-Ex	January 1, 2025
<u>PARKS & RECREATION</u>					
Cornelius, Joshua Lee-Scott	Facility Coordinator	\$20.00/hr	NCS	Non-Ex	April 3, 2025

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

<u>PARKS & RECREATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hunt, Christina	Sports Official \$25.00/hr	Sports Official \$30.00/hr	NCS	Non-Ex	April 3, 2025
Priddy, James A.	Sports Official \$25.00/hr	Sports Official \$30.00/hr	NCS	Non-Ex	April 3, 2025
Rocha, Steven	Sports Official \$25.00/hr	Sports Official \$30.00/hr	NCS	Non-Ex	April 3, 2025
Walker, David J.	Sports Official \$25.00/hr	Sports Official \$30.00/hr	NCS	Non-Ex	April 3, 2025

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

<u>HUMAN RESOURCES</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>
Johnson, Daisha S.	Diversity Specialist \$31.78/hr	Diversity Specialist \$32.73/hr	NCS	Ex	March 6, 2025
Krebs, Janet	Administrative Assistant \$20.20/hr	Administrative Assistant \$20.71/hr	NCS	Ex	March 20, 2025
<u>PLANNING</u>					
Gault, Carol	Director of Planning \$51.93/hr	Director of Planning \$53.23/hr	NCS	Ex	March 20, 2025
Sommer, Joshua P.	Planner III \$36.72/hr	Planner III \$37.82/hr	NCS	Ex	December 12, 2025
Stroup, Palmer L.	Planner II \$29.56/hr	Planner II \$30.45/hr	NCS	Ex	January 9, 2025
<u>POLICE</u>					
Miller, Sabrina N.	Senior Evidence Technician \$23.65/hr	Senior Evidence Technician \$24.24/hr	NCS	Non-Ex	March 6, 2025
Young, Jessica L.	Senior Administrative Assistant \$22.25/hr	Senior Administrative Assistant \$22.81/hr	NCS	Non-Ex	March 6, 2025
<u>PUBLIC WORKS</u>					
Coursey, Jason L.	Street Superintendent \$38.92/hr	Street Superintendent \$40.09/hr	NCS	Ex	January 23, 2025

Agenda Action Form

Paducah City Commission

Meeting Date: March 25, 2025

Short Title: Approve the Application and Acceptance of a Household Hazardous Waste Grant from the Kentucky Division of Waste Management for the 2026 Spring Clean Up Day - **C. YARBER**

Category: Municipal Order

Staff Work By: Chris Yarber, Hope
Reasons, Pam Spencer
Presentation By: Chris Yarber

Background Information: The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal of hazardous waste and advertising/education of Spring Clean-up Day. For nearly 30 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah. The Public Works Department desires to submit an application for the 2025-26 Kentucky Division of Waste Management Household Hazardous Waste Award Program. This grant requires a 25% cash or in-kind match. The City will act as the Lead Agency/Fiscal Agent and seeks an award of \$50,251, which will be combined with the required local cash match of \$12,563 for a project totaling \$62,814. Local cash match will be divided equally between the city and the county. This Municipal Order will also approve the required Interlocal Agreement with McCracken County Fiscal Court for this grant. As in previous years, the City's share of the local cash match will be paid through 50002209 – 520040.

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: 50002209 – 520040

Staff Recommendation: Approve the application and acceptance of the Household Hazardous Waste Grant and authorize the Mayor to sign all documentation related to same.

Attachments:

1. MO - App & accept Household Hazardous Waste 2025-2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF A 2025-2026 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN AN AMOUNT OF \$50,251, TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN-UP DAY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL GRANT DOCUMENTS AND AN INTERLOCAL AGREEMENT WITH McCRACKEN COUNTY FOR SAID GRANT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of a joint application with the McCracken County Fiscal Court for a Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$50,251 to assist in funding the City/County Annual Spring Clean-up Day.

SECTION 2. That the City of Paducah hereby accepts the 2025-2026 Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$50,251, to assist in funding the City/County Annual Spring Clean-up Day.

SECTION 3. The City of Paducah and the McCracken County Fiscal Court hereby agree that the City shall act as the lead government agency in meeting all grant requirements, including the local cash match of \$12,563, which will be divided equally between the City and the McCracken County Fiscal Court. The Mayor is hereby authorized to enter into an Interlocal Agreement with McCracken County for match funding and administration of said grant.

SECTION 4. The City's match of \$6,281.50 will be funded through the Public Works account number 5000 2209 520040. Funding for the local cash match will be subject to approval of appropriation in the Public Works FY2026 budget.

SECTION 5. That the Mayor is hereby authorized to execute the Grant Agreement, Interlocal Agreement and all related documents with the Kentucky Division of Waste Management.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 25, 2025

Recorded by Lindsay Parish, City Clerk, March 25, 2025

MO\grants\App & accept Household Hazardous Waste 2025-2026

Agenda Action Form

Paducah City Commission

Meeting Date: March 25, 2025

Short Title: Approve an application for a Crumb Rubber Grant through Kentucky Department of Waste Management for pour in place rubber surfacing for Keiler Park in the amount of \$43,650 - **A. CLARK**

Category: Municipal Order

Staff Work By: Hope
Reasons, Amie Clark
Presentation By: Amie
Clark

Background Information: In 2023, the City of Paducah received grant funds through the Land and Water Conservation Fund to construct a new playground at Keiler Park. The new playground structure for children 2-12 years of age was installed and completed in June 2024.

The Parks and Recreation Department plans to construct another smaller play area for children ages 2-5 years. The department requests approval to apply for a crumb rubber grant in the amount of \$43,650.00 for the purchase of the safety surfacing needed for an additional play space. The total cost of the project is \$68,800. The City's match for this grant, which includes installation of the ground covering, is \$25,150.

The Crumb Rubber grant covers the costs of the rubber surfacing, subgrade materials, and freight.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Keiler Park Project

Account Number: PA0133

Staff Recommendation: Approve

Attachments:

1. MO - app - parks— Crumb Rubber Grant 2025

MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A CRUMB RUBBER GRANT IN THE AMOUNT OF \$43,650 THROUGH THE KENTUCKY DEPARTMENT OF WASTE MANAGEMENT FOR POUR IN PLACE RUBBER SURFACING AT KEILER PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a Crumb Rubber Grant in the amount of \$43,650, from the Kentucky Department of Waste Management for a pour in place rubber surfacing for the playground structure at Keiler Park

SECTION 2. The total cost of the project is \$68,800. The Parks and Recreation Department is requesting \$43,650 in grant funding. The City's match for this grant which includes installation of ground covering, is \$25,150. The match of \$25,150 shall be paid from the Keiler Park Project Account Number PA0133.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 25, 2025
Recorded by Lindsay Parish, City Clerk, March 25, 2025
\\mo\grants\app - parks- Crumb Rubber Grant 2025

Agenda Action Form

Paducah City Commission

Meeting Date: March 25, 2025

Short Title: Authorize the Finance Director to reimburse the McCracken County PVA for aerial imagery in the amount of \$49,941.86 - **E. STUBER**

Category: Municipal Order

Staff Work
By: Eric Stuber
Presentation
By: Eric Stuber

Background Information: Ordinance 2024-10-8825 was adopted by the board on October 25th 2024. That ordinance added the McCracken PVA on as a member of the GIS Consortium bringing the total member count to 7. The other members are the City of Paducah, McCracken County Fiscal Court, Paducah-McCracken E911, Paducah Water, Paducah Power, and Joint Sewer Agency.

The PVA holds a contract with Pictometry International Corporation for aerial imagery of McCracken County. This imagery is used by all consortium members and made available to the public through our online GIS maps.

Each consortium member pays annual maintenance fees to the City to be held in a project account, GIS001, in order to pay for GIS services like aerial imagery.

Invoice US446210 was provided by the PVA to the GIS Steering Committee in the amount of \$58,265.50 whereby at the GIS Steering Committee's March 6th, 2025 meeting, a motion was carried allowing the City of Paducah to reimburse the PVA the consortium member's share of the invoice (less the PVA's portion).

Each member's share equals \$8,323.64 which makes the reimbursement amount to the PVA \$49,941.86

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: GIS Consortium Account

Account Number: GIS001

Staff Recommendation: Authorize the Finance Director to reimburse the McCracken County PVA for aerial imagery used by the GIS Consortium members in the the amount of \$49,941.86

Attachments:

1. MO - Payment to PVA - GIS Consortium aerial imagery
2. Ordinance 2024-10-8825
3. Mar 6 2025 GIS Steering Committee Minutes
4. Pictometry Invoice

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE MCCrackEN COUNTY PVA IN THE AMOUNT OF \$49,941.86 FOR THE GIS CONSORTIUM'S PORTION OF THE AERIAL IMAGERY OF McCrackEN COUNTY

WHEREAS, on October 25, 2024, the Board of Commissioners adopted Ordinance No. 2024-10-8825, adding the McCracken County PVA as a member of the GIS Consortium, bringing the total member count to seven; and

WHEREAS, the PVA holds a contract with Pictometry International Corporation for aerial imagery of McCracken County. This imagery is used by all consortium members and is made available to the public through online GIS maps; and

WHEREAS, consortium members pay annual maintenance fees to the City to be held Project Account GIS001, in order to pay for GIS services, such as aerial imagery; and

WHEREAS, Invoice #US446210 was provided by the PVA to the GIS Steering Committee in the amount of \$58,265.50; and

WHEREAS, at the March 6, 2025, meeting of the GIS Steering Committee, motion was made and carried allowing the City of Paducah to reimburse the PVA the consortium members' share of the invoice (less the PVA's portion), which amounts to \$8,323.64 each or a total reimbursement of \$49,941.86.

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

SECTION 1. The City of Paducah authorizes the Finance Director to make payment to the McCracken County PVA in the amount of \$49,941.86 for aerial imagery of McCracken County. Further, the Mayor is hereby authorized to execute all documents related to said payment.

SECTION 2. This expense shall be paid from GIS Consortium Account Number GIS001.

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,
Recorded by Lindsay Parish, City Clerk,
MO\Payment to PVA – GIS Consortium – aerial imagery

AGREEMENT TO ESTABLISH PADUCAH/McCRACKEN COUNTY GEOGRAPHIC INFORMATION SYSTEM

This Agreement to establish a Paducah/McCracken County Geographic Information System between and among the City of Paducah ("City"), the McCracken County Fiscal Court ("County"), Paducah Water Works ("Water Works"), Electric Plant Board of the City of Paducah, Kentucky, d/b/a Paducah Power System ("Paducah Power"), Paducah McCracken County Joint Sewer Agency ("JSA"), and McCracken County Property Valuation Administrator ("PVA") (hereinafter collectively referred to as "Participating Agencies") (hereinafter referred to as the "Agreement") is entered into and is effective as of this the 5th day of October 2024.

PRIOR AGREEMENT

On March 9, 1999, City, County, Water Works, and Paducah Power executed an agreement to establish the McCracken County and Paducah Geographic Information System Consortium ("Original Agreement"). Since the execution of the Original Agreement, JSA and Paducah-McCracken 911 Service (hereinafter "911") joined through separate addendums which were incorporated into the Original Agreement.

Because PVA wishes to join as a Participating Agency with in-kind services rather than a one-time initial payment, a new Agreement allowing such is necessary. This Agreement largely incorporates the terms of the Original Agreement and its various addendums, as well as new and additional terms agreed upon by the Participating Agencies.

RECITALS

A. The Participating Agencies previously determined that the public interest would be served and the efficiency and effectiveness of each of their organizations would be enhanced by the creation of a County-wide Geographic Information System ("GIS"). This continues to be the Participating Agencies' belief.

B. The Participating Agencies hereto desire to enter into this Agreement upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. STEERING COMMITTEE.

GIS shall be directed by a Steering Committee which will consist of (1) one member from each Participating Agency, appointed by each Participating Agency and for a term designated by each Participating Agency and the GIS Coordinator. The Steering Committee will strive to make unanimous decisions; however, decisions made by majority vote shall be binding.

2. GIS COORDINATOR.

The City shall employ a GIS Coordinator. The Coordinator's duties shall include but not be limited to:

- Service as Chair of the Steering Committee
- Daily operation of GIS including security, operation and maintenance of central server, and regular backup of data
- Maintenance of on-line links to GIS server
- Preparation and maintenance of GIS standards documents
- Quality control to assure that standards are maintained for all shared data
- Maintenance of base map and data series not assigned to other agencies for maintenance
- Providing base map and data files to any Participating Agency that does not have on-line access in CD or other format
- Encouraging and providing GIS materials to new users pursuant to Steering Committee guidelines and in accordance with applicable law. It will be expressly stated in written contracts with third parties that there is no warranty as to GIS data.
- Preparing update and capital expenditure plans to keep GIS current

3. **INITIAL FUNDING.**

To date, City, County, Water Works, Paducah Power, JSA, and 911 have made a one-time payment of One Hundred Twenty Thousand Dollars (\$120,000.00) cash to the City to reimburse the City for each agency's proportional costs incurred by the City for:

- Digitized aerial photos and base map
- Updating the GIS Implementation Plan
- Hardware, software, and communications equipment common to all users as identified in the updated Implementation Plan
- Coordinator's time directly attributable to work on the GIS

However, henceforth, the initial cash contribution of a Participating Agency will be set by the Steering Committee, taking into account the proposed Participating Agency's past and/or future in-kind services that such Participating Agency will make to GIS. To that end, it has been determined that PVA has provided, and will continue to provide, services to GIS such that its funding payment is hereby waived by GIS. PVA agrees to continue to provide the same or similar services that it has provided to GIS to date.

4. **SUBSEQUENT FUNDING.**

Subject to approval by the Steering Committee, each Participating Agency shall pay an annual fee and its proportionate share of personnel and operating costs, including Esri's Licensing Fees, directly attributable to GIS as well as update costs for aerials and base maps and any other costs the Steering Committee may approve. The Steering Committee may waive any such costs to

a Participating Agency if it is determined that the in-kind services provided by that Participating Agency sufficiently compensates GIS for such costs. All cash payments shall be due and payable by each Participating Agency within thirty (30) days of receipt of written request for payment. Any agency that does not make such timely payments shall be terminated pursuant to the provisions of Section 14 of this Agreement.

5. **DATA OWNERSHIP RESPONSIBILITIES.**

Each Participating Agency shall be the "owner" of map layers and data series as assigned by the Steering Committee. Each agency shall keep the data it "owns" current, maintain the data in accordance with the GIS Standards Document, and make the data available to other Participating Agencies on the GIS server.

6. **GIS PROPERTY**

All real and personal property shall be acquired by purchase, lease, or donation and shall be held in the name of the Participating Agencies for the benefit of the GIS.

7. **AUTHORITY TO CONTRACT**

The GIS Steering Committee, in consultation with the GIS coordinator, shall have the authority to set reasonable fees and enter into contracts regarding the use of GIS products and services, including use for commercial purposes. Said fees shall be based on the cost of media, mechanical processing, staff required to produce the copy, and the cost of creation and maintenance of the data. Fees for on-line access to GIS shall further be based on the cost of physical connection to the system and reasonable cost of computer time access charges. It is expressly understood and agreed that MAP-GIS shall not warrant the accuracy of any GIS data to any third party. Further, in any written agreements regarding the same, the accuracy of the GIS data shall be expressly disclaimed.

8. **SERVER AND NETWORK**

The City will establish and maintain the GIS server, on which all shared GIS data will reside, and make on-line access to such server available to each Participating Agency.

9. **ADDING PARTICIPATING AGENCIES.**

Additional public agencies, as defined by KRS 65.230, may become Participating Agencies upon execution of this Agreement and payment as established by the Steering Committee.

10. **CONTRACT PARTICIPANTS.**

Organizations that are not public agencies may have access to some or all of the GIS, may serve as owners of data series and map layers, and may appoint a member to sit as a non-voting member of the Steering Committee. Such organizations shall be called "contract participants." The scope of a contract participant's participation and fees it must pay shall be approved by the Steering Committee and defined in a written agreement between the contract participant and GIS.

11. **TERMINATION OF A PARTICIPATING AGENCY.**

Any Participating Agency may terminate its participation in GIS upon thirty (30) days written notice to the Steering Committee. Additionally, any Participating Agency that does not make timely payments for subsequent funding of GIS as outlined in Section 4 of this Agreement, shall be terminated. Terminating agencies shall receive a copy of current GIS data. No terminating agency shall have any right to a refund of any or all of its initial contribution or of any payments made for subsequent funding.

12. **TERM OF AGREEMENT.**

The term of this Agreement shall be five (5) years commencing on the effective date of this Agreement. This Agreement shall renew for additional one (1) year terms unless a majority of Participating Agencies give notice of termination of this Agreement to the Steering Committee in writing sixty (60) days prior to expiration of the then term of this Agreement.

13. **TERMINATION OF AGREEMENT.**

In the event that a majority of agencies gives notice to terminate this Agreement pursuant to this Section, the GIS Coordinator shall terminate this Agreement by providing each Participating Agency with a written notice of termination. The termination notice shall be effective thirty (30) days after written notice by the GIS Coordinator. Upon termination, each Participating Agency shall be provided a copy of current data as of the date of termination. All other assets of GIS shall be distributed based on the highest bid made by each Participating Agency and if no such bid is made, the remaining assets will be made available for public bid through procedures to be determined by the GIS Coordinator and in compliance with applicable laws. Any funds received from the sale of assets shall be distributed on a pro-rata basis to the Participating Agencies.

14. **NOTICES.**

All notices or consents made or given by either party in connection with this Agreement must be in writing to be effective and shall be deemed given if delivered personally (which includes notices given by messenger or overnight courier) or, if delivered by mail, shall be deemed given and delivered five (5) business days after being deposited in any duly authorized United States mail depository, postage prepaid, certified with return receipt requested. Any notices delivered hereunder shall be addressed to the following unless otherwise notified in accordance with this paragraph:

PADUCAH/McCRACKEN COUNTY GIS
ATTN: Steering Committee
500 Clark St.
Paducah, Kentucky 42003

CITY OF PADUCAH
ATTN: Paducah City Manager

P.O. Box 2267
Paducah, Kentucky 42002-2267

MCCRACKEN COUNTY FISCAL COURT
ATTN: County Judge Executive
300 Clarence Gaines Street
Paducah, Kentucky 42003

PADUCAH WATER WORKS
ATTN: Chief Executive Officer
P.O. Box 2377
Paducah, Kentucky 42002

PADUCAH POWER SYSTEM
ATTN: Chief Executive Officer
P.O. Box 180
Paducah, Kentucky 42002

PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY
ATTN: Executive Director
621 Northview Street
Paducah, Kentucky 42001

PADUCAH McCRACKEN 911 SERVICE
ATTN: CJA Director
510 Clark Street
Paducah, Kentucky 42001

MCCRACKEN COUNTY PROPERTY VALUATION ADMINISTRATOR
ATTN: Property Valuation Administrator
621 Washington Street
Paducah, Kentucky 42003

15. **INDEMNIFICATION.**

Each Participating Agency shall indemnify, hold harmless and defend the other Participating Agencies or their legally related entities and any of their directors, officers, employees, contractors and agents from and against any claim, liability, loss or costs (including reasonable attorneys' fees and costs of defense actually incurred) arising from or connected with, and in proportion to, any act or omission of each Participating Agency, any of its directors, officers, employees, contractors, agents or representatives. Each Participating Agency agrees to promptly notify the other Participating Agencies of the commencement of any litigation or the making of any claim, which can reasonably be expected to result in indemnity or contribution under the terms of this Agreement.

16. **GOVERNING LAW.**

The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Kentucky.

17. **ATTORNEY'S FEES.**

In the event any Participating Agency to the Agreement brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing Participating Agency(ies) (as determined by the court, agency, or the authority before which such suit or proceeding is commenced) may, in addition to such relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred.

18. **SEVERABILITY.**

Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

19. **CAPTIONS.**

The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to or in any way may be used to modify, explain or place any construction upon any of the provisions of this Agreement.

20. **INTEGRATION.**

This Agreement constitutes the entire understanding between and completely express the intent of the parties. This Agreement supersedes all prior discussions and agreements between the parties, including the Original Agreement, and shall not be altered or amended except in writing dated and signed by the Participating Agencies and the Steering Committee. All Exhibits and amended Exhibits shall be dated and signed by all Participating Agencies and the Steering Committee.

IN WITNESS WHEREOF, this Agreement is executed and accepted by each Participating Agency on this the 25th day of October 2024. Each of the Participating Agencies executing this Agreement intends to be legally bound hereby and, by execution, represents that it has the authority to enter into this binding Agreement and that its execution of this Agreement does not violate any bylaws, rules or regulations applicable to it.

City of Paducah

BY: 

Date: 10-22-2024

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this 14th day of October 2024, by Craig Z Clymer (title), McCracken County Fiscal Court.

My Commission expires 4/20/26.

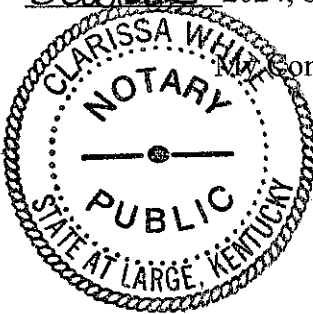
Dena Scott
Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this 25th day of October 2024, by Jason Petersen, General Manager (title), Paducah Water Works.

My Commission expires June 13, 2027.



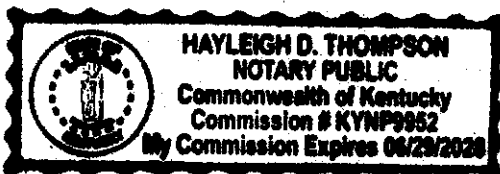
Clarissa White #KYNP73335
Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me on this 25 day of October 2024, by Rick Windhorst, Chief Operating Officer (title), Electric Plant Board of the City of Paducah, Kentucky, d/b/a/ Paducah Power System.

My Commission expires June 29, 2028.



Hayleigh Thompson
Notary Public, State at Large

McCracken County Fiscal Court

BY: _____

Date: 10-14-24

Paducah Water Works

BY: _____

Date: 10/25/24

Electric Plant Board of the City of Paducah, Kentucky, d/b/a Paducah Power Systems

BY: _____

Date: 10/25/24

Paducah McCracken County Joint Sewer Agency

BY: _____

Date: 10/25/2024

Paducah McCracken 911 Service

BY: _____

Date: 10-22-2024

McCracken County Property Valuation Administrator

BY: _____

Date: 10/25/2024

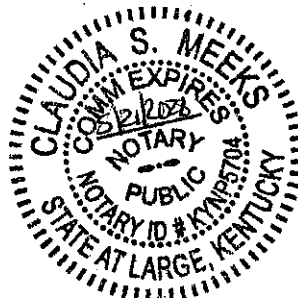
STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

October The foregoing instrument was acknowledged before me on this 22nd day of 2024, by George P. Bray, mayor (title), City of Paducah.

My Commission expires 05/21/2028.

Claudia S. Meeks
Notary Public, State at Large



STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me on this 25th day of October 2024, by Josh Webb, Dir. of Oper. & Eng (title), Paducah McCracken County Joint Sewer Agency.

My Commission expires 4-14-2026.

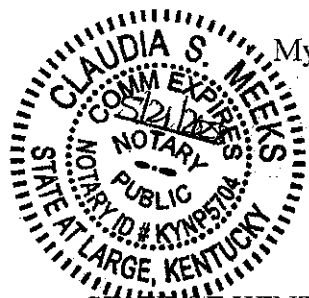
Gabriela A. Kelly KYNP48626
Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me on this 22nd day of October 2024, by George P. Bray, Mayor (title), Paducah McCracken 911 Service.

My Commission expires 05/21/2028.



Claudia S. Meeks
Notary Public, State at Large

STATE OF KENTUCKY)

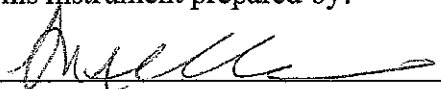
COUNTY OF McCracken)

The foregoing instrument was acknowledged before me on this 25th day of October 2024, by Bill Dunn, PVA (title), McCracken County Property Valuation Administrator

My Commission expires 08/25/2025.

Erica Anderson
Notary Public, State at Large
KYNP35332

This instrument prepared by:



Stacey A. Blankenship
Keuler, Kelly, Hutchins,
Blakenship, & Sigler, LLP
100 South 4th Street, Suite 400
Paducah, KY 42001

4886-8918-6241

Approved by:

Department of Local Government

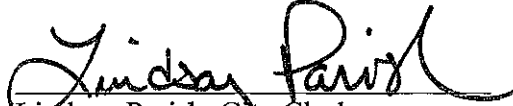
Date

RECEIVED AND FILED
DATE November 19, 2024
MICHAEL G. ADAMS
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY Katherine Ellis

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of the Agreement to Establish Paducah/McCracken County Geographic Information System authorized by Ordinance 2024-10-8825 adopted by the Board of Commissioners of the City of Paducah at a meeting held on October 22, 2024 .

WITNESS, my hand and seal of the City of Paducah, this 7th day of November, 2024.


Lindsay Parish, City Clerk



**COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL**

**RUSSELL COLEMAN
ATTORNEY GENERAL**

**1024 CAPITAL CENTER DRIVE
SUITE 200
FRANKFORT, KY 40601
(502) 696-5300**

October 30, 2024

Claudia S. Meeks
Assistant City Clerk
300 S. Fifth Street
Paducah, Kentucky 42003

Via e-mail: cmeeks@paducahky.gov

RE: Review of Interlocal Agreement under KRS 65.242
Paducah/McCracken County Geographic Information System

Dear Ms. Meeks,

The Office of the Attorney General is in receipt of the enclosed Interlocal Agreement proposed between the City of Paducah, Paducah Water Works, Paducah Electric Plant Board, Paducah/McCracken County Joint Sewer Agency, McCracken County, and McCracken County Property Valuation Administration to establish and implement the Paducah/McCracken County Geographic Information System. Under KRS 65.260, the Attorney General is charged with reviewing the Interlocal Agreement as to form and legality.

Having reviewed the enclosed Interlocal Agreement, the Office of the Attorney General approves it as to form and legality.

Consistent with KRS 65.290, please be advised that before the enclosed Interlocal Agreement shall become operative or have force and effect, a certified copy shall be filed with the Secretary of State. See KRS 65.290(1). To effectuate filing, forward the approved agreement to the Secretary of State's Office, ATTN: Jeremy Foster, 700 Capital Ave, Suite 80, Frankfort, KY 40601. Please include a self-addressed envelope so that a file-stamped copy can be returned to you for your records. There is no filing fee for this process.

Should you have any questions, please feel free to contact me at (502) 696-5478.

Sincerely,

**RUSSELL COLEMAN
ATTORNEY GENERAL**

/s/ Aaron J. Silletto
Aaron J. Silletto, Executive Director
Office of Civil & Environmental Law

**MINUTES
GIS STEERING COMMITTEE
Mar 6 2025**

The GIS Steering Committee met on Thursday, March 6, 2025 at 9:00 a.m. in the City of Paducah City Hall Team Room for a regularly called meeting.

Members present, asterisk denotes absent:

Eric Stuber	City of Paducah	Acting GIS Coordinator
Dallas McKinney	City of Paducah	GIS Specialist
Rick Windhorst	Paducah Power System	Assistant General Manager
Nathan Bradley	Paducah Water	GIS Analyst
**Josh Webb	JSA	Eng. & Operations Director
**Steve Doolittle	McCracken County Fiscal Court	Deputy Judge Executive
Anthony Copeland	Paducah-McCracken Co. 911	Acting Manager
Bill Dunn	McCracken PVA	PVA

Guests present:

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WELCOME AND INTRODUCTIONS

Eric Stuber called the meeting to order at 9:03 AM and thanked everyone for attending.

APPROVAL OF DECEMBER 5, 2024 MINUTES

Eric Stuber asked that the minutes from the December 5, 2024 meeting be approved.

Dallas McKinney made a motion to approve the Minutes from the December 5, 2024 meeting. Rick Windhorst seconded the motion and the motion carried.

OLD BUSINESS

NEW BUSINESS

A. GIS Project Account Financial Review

Eric Stuber gave a financial update on the new GIS Project Account.

Given that it appears from past meeting minutes that no financial update has been given to the consortium in quite some time, Stuber requested financial statements from Finance.

In 2017 the City moved from Sunguard HTE for financial management to Tyler Munis so detailed financial statements are only available from 2017 to present day. The consolidated report prepared by Stuber from the financial statements are attached to these minutes.

Stuber went over a few hi-level notes.

Income

- 2018, invoices were prepared by then Chair Stephen Chino but not sent so no maintenance fees were paid in 2018
- 2023 all fees were waived because the consortium members did not receive adequate services for the two years City GIS personnel were absent

Expense

- From 2017 to 2022, ESRI license fees were paid
- In 2023, Sidwell was contracted in the amount of \$14,999 to fix issues caused by the ransomware attack, backlog of GIS update/issues as well as update automated scripts used by consortium members to publish GIS layers, fix permissions issues, and data corruption issues.
- During Sidwell's analysis of the current GIS environment they determined that the, then current, GIS server used by the consortium had been set up incorrectly and had major issues that required setting up a new GIS server from scratch.
- At the same time, the City was conducting a server virtualization project where all physical servers were virtualized on Cisco hardware running VMWare.
- As to not have to purchase additional hardware, the new GIS Server was set up on the new Cisco VMWare environment and the old server was abandoned.
- Moving the GIS Server to Cisco VMWare provided load balancing, failover-clustering, off-site replication, and cloud backups.
- Stuber was asked to estimate the percent allocation of that project to GIS by City Finance and determined it to be \$21,000 (5-year licensing on all hardware and software was purchased).
- Both the Sidwell and the Virtualization project expenses were not voted on by this committee as we, at the time, were not meeting and Stuber, upon being hired as Director, was told the steering committee had not met in years (2016 were the last recorded minutes our clerk could find)

The balance of the GIS project account is \$250,408

Stuber discussed with the committee what the proper course of action should be, if any, to correct the oversight of not obtaining votes from the committee before authorizing the purchases from 2023.

Copeland made a motion to accept the two transactions from 2023 made during a transitional crisis. Bradley seconded and the motion carried.

B. Approve Payment of EagleView Invoice for Aerial Imagery

Stuber presented the invoice provided by the PVA for aerial imagery in the amount of \$58,265.50

Each consortium member's share would be \$8,323.64.

Stuber asked for a motion to pay \$49,941.86 out of the GIS project account to EagleView with the remaining balance payable by the PVA in the amount of \$8,323.64.

Copeland made the motion. Windhorst seconded and the motion carried.

Invoice attached to these minutes.

C. ESRI Enterprise ELA FY26 Budget

Now that the PVA is part of the consortium, Stuber suggested we reevaluate the percentage share paid by each member for the ESRI Enterprise License Agreement.

At our October 9, 2023 meeting the committee voted to set rates for three years, however, at that time the PVA was not being considered as a member.

The model chosen by the committee at that meeting was to use full-time GIS staff employed by each consortium member and a count of the number of ESRI servers running by the consortium member.

Stuber presented an updated model based on current numbers and asked the members preset to review.

This would change the shares as follows:

Consortium Member	Current Share Amount	FY26 Share Amount
Paducah Power System	\$16,753	\$14,683
City of Paducah	\$23,301	\$15,574
Paducah McCracken JSA	\$4,188	\$2,923
Paducah Water	\$14,430	\$22,986
McCracken County	\$1,866	\$749
E911	\$7,462	\$5,988
PVA	\$0	\$5,097

Changes in GIS FTEs and Server Counts are as follows:

- The City removed a server from their environment
- Paducah Water added a server to their environment

- PVA has two GIS FTEs

Stuber recommended that since McCracken County and JSA were not present at this meeting, we table this for the next meeting.

The detailed analysis is attached to these minutes.

D. ESRI Data Analyst and Image Analyst Add-On Licenses

Dallas McKinney reported that the City's Planning Department has purchased 5 licenses for Data Analyst but found that only one person was using them at a time. Further, he has figured out that you can "check out" the license from user-to-user fairly easily. So Planning really only needs 1 license instead of 5.

Given this information, he asked if we would like to purchase any additional licenses and share them among the consortium members.

Given the budget update, Stuber suggested we table this for a future meeting.

E. Member Updates

PVA

Dunn said he may be able to get aerial imagery beyond McCracken County's boundaries. Paducah Water said they were definitely interested as they have service outside of McCracken County.

Two of PVA staff are wrapping up State provided GIS training on ArcGIS Pro.

Dunn said he can provide EagleView logins to those members that would like access to the imagery directly from EagleView's servers.

Paducah Water

Bradley asked about ESRI reps coming to town to demo what services/products they have specific to the water industry. Windhorst stated that when they did the demo for power, it was worth the time. McKinney said he would check to see from our rep when they might be able to provide a demo for Paducah Water either in person or virtually.

Bradley is wrapping up a hydrant layer update in the next week or two and will provide an updated layer to McKinney to load for FlowMSP used by the Paducah Fire Department.

Paducah Power

They are considering switch to MillSoft which has integrations already available for ArcGIS Online. Their current software provider does not currently have plans to implement AGOL services into their product.

City of Paducah

McKinney has posted the 2024 aerial imagery on the General Map. He is working to get it loaded on all public and private maps.

State provided oblique images from their flyovers but they are in a proprietary format that we cannot pull into AGOL.

State will not be shooting LiDAR as previously stated due to budget cuts.

Dunn said he would check to see if EagleView flew LiDAR and the cost to obtain it and/or whether they have a building footprint shapefile they can make available to us.

ADJOURNMENT

There being no further business, a motion to adjourn was made by Nathan Bradley and seconded by Anthony Copeland and the motion carried.



Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623
Phone: (585)-486-0093
accountsreceivable@eagleview.com

INVOICE

Date	INVOICE #
2/14/2025	US446210

Bill To
McCracken County, KY Bill Dunn 621 Washington Street Paducah KY 42003 United States

Ship To
McCracken County, KY Bill Dunn 621 Washington Street Paducah KY 42003 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A118123	2024 Flight EV Cloud Year 1	Net 30	19499248	Lowell Davis	2/14/2025
Qty	Description				Amount
1	Due at Delivery/Activation				\$58,265.50

Subtotal	\$58,265.50
Tax	\$0.00
Total	\$58,265.50
Deposits/Credits	\$0.00
Total Due (USD)	\$58,265.50

Remittance Options

(All remittances must include invoice number)

ACH or Wire Transfer:

General Bank Reference Address: JPMorgan Chase New York, NY 10017

Account Name: Pictometry International Corp.

ACH Routing #: 021000021

ACH Account #: 211973687

Wire Routing #: 021000021

Wire Account #: 211973687

SWIFT CODE: CHASUS33

Checks:

Please make checks payable to Pictometry International, Inc. and remit to:

For delivery via regular US postal service:

Lockbox Name: Pictometry International, Corp.

Lockbox Address: P.O. Box 735288, Dallas, TX 75373-5288

For delivery via overnight courier service:

Lockbox Name: Attn: Pictometry International, Corp. - 735288

Lockbox Address: JPMorgan Chase Bank, NA, 14800 Frye Road 2nd
Floor, Ft. Worth, TX 76155

Agenda Action Form

Paducah City Commission

Meeting Date: March 25, 2025

Short Title: Adopt 2025 - 2026 City Commission Priorities - **M. SMOLEN**

Category: Municipal Order

Staff Work By: Daron Jordan,
Michelle Smolen
Presentation By: Michelle
Smolen

Background Information: The Board developed the City Commission Priorities during their annual retreat on February 21st and 22nd. The City Commission Priorities reflects the 10 highest priorities of the Board of Commissioners for calendar years 2025 & 2026. The 10 priority items are listed below in no particular order.

- Quality Housing
- Rental Property Occupancy Permitting
- Downtown/Economic Development
- Southside Revitalization
- Growth
- Quality of Life
- City Facilities
- City Staffing Needs
- Revenue Equity
- Econmic Mobility

The City Commission Priorities being considered for adoption also includes 3 continuous improvements action items:

- Stormwater
- Trails & Bike Lanes
- Mental Health Awareness

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the 2025 - 2026 City Commission Priorities

Attachments:

1. MO - Commission Priorities 2025-2026
2. 25-26 Paducah City Commission Priorities

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, ADOPTING THE CITY COMMISSION PRIORITIES FOR THE CALENDAR YEARS 2025 AND 2026

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

WHEREAS, the Board of Commissioners participated in two planning sessions to discuss their priorities for the calendar years 2025 and 2026; and

WHEREAS, the Board of Commissioners now desires to adopt the Commission Priorities and Continuous Improvement items for the calendar years 2025 and 2026.

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

SECTION 1. That the Board of Commissioners hereby adopts the Paducah City Commission Priorities and Continuous Improvement Items as listed below for the calendar years 2025 and 2026.

Commission Priorities

- Quality Housing
- Rental Property Occupancy Permitting
- Downtown/Economic Development
- Southside Revitalization
- Growth
- Quality of Life
- City Facilities
- City Staffing Needs
- Revenue Equity
- Economic Mobility

Continuous Improvements

- Stormwater
- Trails & Bike Lanes
- Mental Health Awareness

SECTION 2. That this Municipal Order shall become effective on the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners March 25, 2025
Recorded by the City Clerk March 25, 2025
\\mo\Commission Priorities 2025-2026

Agenda Action Form

Paducah City Commission

Meeting Date: March 25, 2025

Short Title: Authorize a Letter of Support Jointly with the McCracken County Fiscal Court Supporting the GPED Application for Grant Funding for a New Spec Building - **D. JORDAN**

Category: Municipal Order

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

Background Information: The Kentucky legislature, through the Kentucky Cabinet for Economic Development, has allocated funding to support local economic growth by assisting communities with product development, including speculative buildings, site work, utilities, and infrastructure.

Greater Paducah Economic Development (GPED) has applied for a \$2 million grant—the maximum eligible award—to construct a speculative building in the City of Paducah. A professional real estate developer has estimated the total project cost to be between \$6.2 million and \$7.6 million, with GPED projecting a final cost not to exceed \$8 million.

If awarded the full \$2 million grant, approximately \$6 million in additional funding will be needed. This action authorizes the Mayor, in coordination with the McCracken County Judge Executive, to issue a joint letter supporting the grant application and the construction of the speculative building. If the grant is secured, both the City and County intend to take further steps to approve funding for the remaining cost. The intention is that the City would provide 75% of the funding up to \$4.5 million, with the County providing for the remaining 25%, up to \$1.5 million. Future action by the City Commission would need to be taken to formally approve the allocation. Upon the sale of the spec building it is anticipated that the City and County would be reimbursed for their investment out of the sale proceeds.

This investment aims to enhance economic development opportunities in Paducah and McCracken County by attracting new businesses and job growth.

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. MO GPED Spec Building Grant Support Letter

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ISSUE A JOINT LETTER WITH THE MCCRACKEN COUNTY JUDGE EXECUTIVE IN SUPPORT OF A GRANT APPLICATION FOR THE CONSTRUCTION OF A SPECULATIVE BUILDING BY GREATER PADUCAH ECONOMIC DEVELOPMENT AND EXPRESSING THE CITY'S INTENT TO PROVIDE FUNDING FOR THE PROJECT, SUBJECT TO FUTURE COMMISSION APPROVAL

WHEREAS, the Kentucky Legislature, through the Kentucky Cabinet for Economic Development, has allocated funding to support local economic growth by assisting communities with product development, including speculative buildings, site work, utilities, and infrastructure; and

WHEREAS, Greater Paducah Economic Development (GPED) has applied for a \$2 million grant—the maximum eligible award—to construct a speculative building within the City of Paducah; and

WHEREAS, a professional real estate developer has estimated the total project cost to be between \$6.2 million and \$7.6 million, with GPED projecting a final cost not to exceed \$8 million; and

WHEREAS, if the full \$2 million grant is awarded, approximately \$6 million in additional funding will be needed to complete the project; and

WHEREAS, the City of Paducah and McCracken County intend to support the project, with the City contributing 75% of the necessary additional funding up to \$4.5 million and the County contributing 25% up to \$1.5 million, subject to future Commission and Fiscal Court approval; and

WHEREAS, this investment aims to enhance economic development opportunities in Paducah and McCracken County by attracting new businesses and job growth.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to issue a joint letter with the McCracken County Judge Executive in support of the GPED grant application for the construction of a speculative building within the City of Paducah.

SECTION 2. If the grant is awarded, the City of Paducah intends to contribute 75% of the required additional funding up to \$4.5 million, with McCracken County contributing the remaining 25% up to \$1.5 million, subject to approval by the City Commission and Fiscal Court.

SECTION 3. Future action by the City Commission shall be required to formally approve any allocation of City funds for this project. Upon the sale of the spec building it is anticipated that the City and County would be reimbursed for their investment out of the sale proceeds.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 25, 2025
Recorded by Lindsay Parish, City Clerk, March 25, 2025
MO/GPED Spec Building Grant Support Letter

Agenda Action Form

Paducah City Commission

Meeting Date: March 25, 2025

Short Title: Approve an Amendment to Chapter 42 of the Code of Ordinances - **S. KYLE**

Category: Ordinance

Staff Work By: Greg Cherry, April
Tinsman, Steve Kyle
Presentation By: Greg Cherry, Steve
Kyle

Background Information: This ordinance is being updated due to passage of time and to conform amendments in applicable state laws and regulations, increased costs associated with administration and filing fees. There area also changes that are resulting from the growth and development that have occurred in the City since this ordinance was originally enacted specifically in Article III. All of the updates being recommended will allow for the utilization of administrative search warrants, to improve upon the residential rental occupancy inspection program, and to ensure the City's enforcement codes are up to date with applicable state laws.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve changes as recommended.

Attachments:

1. ORDINANCE - Amending CHAPTER 42

ORDINANCE NO. 2025-_____

**AN ORDINANCE AMENDING CHAPTER 42
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, Chapter 42 of the Paducah Code of Ordinances was enacted to protect landowners' right to enjoyment of their property consistent with state law and City ordinances, and to provide a mechanism to ensure such use does not infringe on the rights of adjacent landowners, including through inspection, enforcement, and abatement procedures;

WHEREAS, Chapter 42 is in need of amendment due to passage of time, increased costs associated with administration and filing, and to conform to amendments in applicable state laws and regulations;

WHEREAS, the health and safety of the citizens of the City of Paducah is dependent upon enforcement of minimum fire, housing and sanitation standards and the only effective means of enforcing such codes is by consistent enforcement and routine systemized inspections of all physical structures;

WHEREAS, Courts have held that the decision to enter and inspect will not be the product of the unreviewed discretion of the enforcement officer in the field and a codified mechanism for the procurement of administrative search warrants will enable code enforcement officials to enter upon to conduct inspections of private premises within the City to ensure compliance with minimum fire, housing, and sanitation standards, with oversight of a detached magistrate;; and

WHEREAS, due to growth and development in the City of Paducah, the residential rental landscape has changed since Article III of Chapter 42 was implemented related to residential rental occupancy permits and is now in need of updates; and

WHEREAS, Chapter 42 of the Paducah Code of Ordinances must be amended to allow for the utilization of administrative search warrants, to improve upon the residential rental occupancy inspections program, and to ensure the City's enforcement codes are up to date with applicable state laws.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 42 of the Paducah Code of Ordinances by amending the following sections:

Sec. 42-34. – General powers.

[...]

- (c) The Code Enforcement Board shall have the authority to conduct hearings and make determinations regarding all code violations, but shall not have the authority to conduct hearings and make determinations regarding violations of article IV, Noise, of this chapter or violations of buildings and buildings regulations in chapter 18.
- (d) The Code Enforcement Board shall have the authority to conduct hearings and make determinations regarding appeals from the decision of the Deputy Chief/~~Fire Marshal~~ of the Fire Prevention Division **or Battalion Chief** as to a rental occupancy permit set

forth in section 42-41.5, except that the Code Enforcement Board shall not have authority over decisions of the State Fire Marshal with respect to appeals filed in the State Fire Marshal's Office pursuant to 815 KAR 10:060 or KRS 227.380(2).

[...]

Sec. 42-37. – Abstention due to Conflict of Interest.

Any member of the Code Enforcement Board who has any direct or indirect financial or personal interest in any matter to be decided shall disclose the nature of the interest and shall ~~abstain~~ ~~disqualify such member's self~~ from voting on the matter in which such member has an interest, ~~and shall not be counted for purposes of establishing a quorum.~~ Abstentions shall have no effect on establishing a quorum for purposes of voting and shall only be considered as a "no vote" on the matter.

[...]

Sec. 42-39. – Powers of the Code Enforcement Board.

The Code Enforcement Board shall have the following powers and duties over all matters contained in this article:

[...]

(4) To take testimony under oath. The Chairman and/or City staff members shall have the authority to administer oaths for the purpose of taking testimony.

[...]

(8) To provide extensions to property owners during which remedial work to bring the property into compliance with the International Property Maintenance Code may be performed in lieu of fines, not to exceed extensions of ninety (90) days, absent extraordinary cause calling for additional time, as determined by vote of the Code Enforcement Board. Such extensions shall not be granted for violations related to nuisances listed in Sec. 42-50, including but not limited to high grass, weeds, rubbish, or junk motor vehicles and appliances as defined in Section 42-48.

~~(9)~~(8) To conduct hearings to consider appeals from the determination of the Deputy Chief/Fire Marshal of the Fire Prevention Division as to the suspension, revocation, or denial of a rental occupancy permit in accordance with section 42-41.5.

~~(9) To conduct hearings to determine if a property owner has allowed a property to become condemned and incur violations by demolition by neglect.~~

(10) To set a regular monthly meeting date and call special meetings as needed.

[...]

Sec. 42-40. – Enforcement hearing.

[...]

(8) Notwithstanding the provisions of paragraph (7) of this section, when, in the opinion of a Code Enforcement Officer, a hearing is necessary or advisable to

address continuing violations, the Code Enforcement Officer may request a hearing before the Code Enforcement Board. Notice of the hearing shall be issued to the offender in accordance with the provisions of this section.

Sec. 42-41. – Enforcement hearing; notice; final order.

[...]

- (b) Not less than seven (7) days before the date of the hearing, the Code Enforcement Board shall notify the offender of the date, time, and place of the hearing. The notice may be given by standard U.S. mail; certified mail, return receipt requested; by personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older **and who is informed of the contents of the notice.**

[...]

- (e) The Code Enforcement Board shall, based on the evidence, determine whether a violation was committed. ~~In making its determination, the~~ **The** Code Enforcement Board shall **determine, based on the evidence presented, including photographs and testimony, whether a violation was committed. When the Board determines that no violation was committed, an order dismissing the citation shall be entered. When the Board determines that a violation has been committed, the board may issue an order upholding the citation and may order the offender to do one of the following:** ~~use an arbitrary and capricious standard and shall uphold the citation unless the issuance of the citation was clearly erroneous. The Code Enforcement Board shall uphold the citation if pictorial or photographic evidence supporting the citation is provided by the Code Enforcement Officer. If no pictorial or photographic evidence is provided and the board determines that no violation was committed, an order dismissing the citation shall be entered. If pictorial or photographic evidence is provided or if no such evidence is provided and the board still determines that a violation was committed, an order shall be issued upholding the citation and either imposing a fine up to the maximum authorized by this or other ordinance or requiring the offender to remedy a continuing violation, or both. The Code Enforcement Board may determine that the violations and the real property owner should be referred to the County Attorney or Commonwealth Attorney for criminal prosecution.~~

(1) Pay a civil fine in an amount up to the maximum authorized by ordinance;
or

(2) Remedy a continuing violation within a specified time not to exceed ninety (90) days to avoid the imposition of a fine as authorized in Sec. 42-43. Such extensions shall not be granted for violations related to nuisances listed in Sec. 42-50, including but not limited to high grass, weeds, rubbish, or junk motor vehicles and appliances as defined in Section 42-48.

- (f) Every final order or findings of fact of the Code Enforcement Board shall be reduced to writing which shall include the date the order was issued. A copy shall be furnished to the person named in the citation. If the person named in the citation is not present when the final order or findings of fact is issued, the order shall be delivered **forwarded**

within seven (7) days of entry in accordance with the procedures for service and notice set forth herein.

- (g) The City or the Code Enforcement Officer, ~~at the Code Enforcement Officer's discretion,~~ may remedy the violation to bring the property into compliance with the Code, if the citation is not contested or if a final order upholding the citation is entered by the Code Enforcement Board. In such event, the City shall possess a lien on the property for all costs of abatement, civil fines for violation, including charges and fees associated with filing any such lien, and attorney's fees.
- (h) Nothing in this section shall prohibit the City from taking immediate action ~~in an urgent situation where the existence of a violation presents imminent danger, a serious threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible,~~ if necessary, as determined by the Fire Chief, the Deputy Chief of the Fire Prevention Division, Battalion Chief, Fire Marshal, or the City Manager.

Sec. 42-41.5. – Rental occupancy permit appeals.

In the event a landlord wishes to appeal ~~the a~~ determination of ~~by the~~ Deputy Chief of Fire Prevention or Battalion Chief to sustain a decision by a Code Enforcement Officer in suspending, revoking, or denying a rental occupancy permit pursuant to Sec. 42-73(b) ~~as to the suspension, revocation, or denial of a rental occupancy permit,~~ the appeal shall be taken before the Code Enforcement Board in accordance with the following provisions:

- (1) Upon receipt of an appeal from a landlord, the Code Enforcement Board shall schedule a hearing. The Board shall hold hearings once a month. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by regular first-class mail, certified mail return receipt requested, by personal delivery, or by leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the notice. Such notice shall be provided no later than seven (7) days prior to the date of the hearing. The Board shall forward a written copy of its ~~render a~~ decision within ~~five (5) working~~ seven (7) days after the hearing.
- (2) All testimony shall be taken under oath and recorded. Testimony shall be taken from the Code Officer, landlord, and any witnesses to the violation(s) cited by the Code Officer in support of his or her suspension, revocation, or denial of a rental occupancy permit. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. ~~At the hearing, the Code Enforcement Board shall hear all relevant evidence and argument. The Board may admit and give probative effect to evidence which possesses probative value commonly accepted in administrative hearings.~~
- (3) The issue to be determined by the Code Enforcement Board shall be whether the evidence supports the Code Enforcement Officer's determination of noncompliance with Sec. 42-69 such that suspension, revocation, or denial of the rental occupancy permit is or was warranted. ~~is based upon a preponderance of the evidence submitted.~~ The Code Enforcement Board may ~~sustain~~ affirm, reverse, or modify (e.g.,

- suspending rather than revoking a permit),—or reverse** the action of the Code Enforcement Officer. The final decision of the Board shall be mailed to the landlord.
- (4) A notice to tenants of the final decision of the Code Enforcement Board shall be mailed to each tenant and prominently posted on the building. If applicable, the notice shall indicate the date upon which the tenants must vacate the building and shall clearly indicate which rental dwelling units are affected.
- (5) Any appeal properly taken under this section shall suspend the enforcement of the Code Officer's determination, unless the Code ~~Enforcement~~ Officer's determination finds the landlord's noncompliance to be life threatening, **a distinct fire hazard, or imminent danger.**

[...]

Sec. 42-44. – Lien; fines, charges, abatement costs, fees, penalties, attorney fees and costs.

- (a) The City shall possess a lien on the property owned by the person found by a non-appealable final order, or by a final judgment of the Court, to have committed a violation of the code for all fines assessed for the violation and for all charges, costs, penalties, abatement costs, and fees, including without limitation, attorney's fees and a ~~\$30.00~~**50.00** administration fee, incurred by the City in connection with the enforcement of the code. The lien shall bear interest at the rate of ~~four (4)~~ **eight (8)** percent per annum until paid. An affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien and the regularity of the proceedings pursuant to KRS 65.8801 to 65.8839.

[...]

- (d) In addition to the remedy prescribed in subsection (a) of this section, the ~~person~~ **property owner** found to have **violations of this chapter on his/her property**~~committed the violation~~ shall be personally liable for the amount of all fines assessed for the violation and for all charges, costs, penalties, abatement costs, and fees, including without limitation attorney's fees and a \$30.00 administration fee, incurred by the City in connection with the enforcement of the code. The aforesaid amount shall bear interest at the rate of ~~four~~ **eight (48)** percent per annum until paid. The City may bring a civil action against the responsible owner and shall have the same remedies as provided for the recovery of a debt.

Sec. 42-45. – Lienholder notification system and liens.

The City shall obtain and maintain priority over previously filed liens, in accordance with the following provisions:

[...]

- (4) Once every ten (10) days, the City ~~may~~**shall** send electronic mail notification of all final orders entered pursuant to this article since the last date of notification to each party registered. The notification shall provide an electronic link to the City code enforcement database located on the City website. The database shall include the following information regarding each final order:
- a. The name of the person charged with a violation;

- b. The physical address of the premises where the violation occurred;
 - c. The last known mailing address of the owner of the premises where the violation occurred; **if in the exercise of reasonable diligence it is ascertainable;**
 - d. ~~A copy of a specific description of the citation~~ **A copy of the full citation subject to the final order;**
 - e. A copy of the findings of the final order, including penalties; and
 - f. The status of the final order regarding **with regard to** its ability to be appealed pursuant to this article, **except that the City shall provide an update to registrants if an appeal is filed on a final order.**
- (5) ~~Within ten (10) days of the issuance of a final order pursuant to this article~~ **At the same time the electronic notification required by subsection (4) of this section is sent,** the City shall update its code enforcement database to reflect the issued final order, and shall post the notification required by subsection (4) of this section containing an updated link to the code enforcement database on the City ~~website~~ **Web site.**
- (6) The City shall maintain the records created under this section for ten (10) years following their issuance.
- (7) **Except where the violation requires immediate action under Sec. 42-41(h),** A lien holder of record who has registered pursuant to this section may, within forty-five (45) days from the date of issuance of notification:
- a. Correct the violation; if it has not already been abated; or
 - b. Pay all civil fines assessed for the violation, and all charges and fees incurred by the City in connection with enforcement of the article, including abatement costs.
- (8) The lien provided by this article shall not take precedence over previously recorded liens if:
- a. The City failed to comply with the requirements of this article for notification of the final order; or
 - b. A prior lien holder complied with subsection (7) of this section.
- (9) A lien that does not take precedence over previously recorded liens shall, if the final order remains partially unsatisfied, take precedence over all other subsequent liens except liens for State, County, school board, and City taxes.
- (10) The City may record a lien before the forty-five (45) day period established in this section expires. If the lien is fully satisfied prior to the expiration of the forty-five (45) day period, the City shall release the lien in the County clerk's office where the lien is recorded within fifteen (15) days of satisfaction.

- (11) Failure of the City to comply or failure of a lien to take precedence over previously filed liens as provided herein shall not limit or restrict any other remedies the City has against the property of the violator.

Sec. 42-46. – Ordinances enacted for enforcement.

Articles I, II and III of this chapter are enacted for enforcement by the Code Enforcement Board **and/or the Code Officer or Code Official** pursuant to KRS 65.8801 *et seq.* Additional Ordinances or sections of the Code may be enacted or adopted for enforcement herein.

[...]

(3) *Due Process and Right of Entry.* Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official first shall make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused or the person having charge or control cannot be located, the code official shall utilize the procedures set forth in subsection (4) of this Section to obtain an Administrative Search Warrant, unless a lawful exception to the requirement for a warrant exists.

(4) *Administrative Search Warrant.*

a. Definition. *Administrative Search Warrant* means a written order of a judge or other officer authorized by statute to issue search warrants that command the search or inspection of any property, place or thing, and the seizure, photographing, copying, or recording of property or physical conditions found. An administrative search warrant authorizes an officer to enter premises to conduct any inspection, sampling, and other functions required or authorized by law to determine compliance with the provisions of an ordinance, code, statute, or other regulation including, but not limited to, those relating to the use, condition, or occupancy of property or structures.

b. Who may apply for warrant.

(1) Whenever any law, statute or regulation in the Commonwealth of Kentucky, including but not limited to the Paducah Code of Ordinances, requires or authorizes an inspection or investigation of any place or thing, the Administrative or Code Officer charged to enforce that law, acting in the course of his or her official duties, may apply for an administrative search warrant. For this purpose, Administrative or Code Officer includes a Building Inspector, Code Enforcement Officer, Fire Chief, Deputy Chief, Battalion Chief, Fire Marshal, their deputies,

Professional Engineer, Health Inspector, or other duly authorized representatives, as the case may be.

- (2) Before filing an application for an administrative search warrant, the administrative officer shall consult with legal counsel as to its legality in both form and substance.

c. Contents of application. The application shall:

- (1) Be supported by an affidavit sufficient under Section 10 of the Kentucky Constitution and be sworn to before an officer authorized to administer oaths as provided in the Kentucky Rules of Criminal Procedure or other applicable law;

- (2) State the applicant's status in applying for the warrant, the ordinance or regulation requiring or authorizing the inspection or investigation, and the nature, scope and purpose of the inspection to be performed;

- (3) Describe the property or places to be entered, searched, inspected, or seized in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;

- (4) State:

- (i) The basis upon which sufficient cause exists to search or inspect for violations of the ordinance or regulation specified; and

- (ii) One of the following:

- A. That, for the purpose of making an inspection, access to the property has been sought from and refused by the regulated party; or
- B. That, after making a reasonable effort, the applicant has been unable to locate the regulated party; or
- C. That the facts or circumstances reasonably show that the purposes of the inspection or investigation might be frustrated if entry were sought without first procuring a warrant.

d. Grounds for issuance.

- (1) An administrative search warrant may issue upon a showing that probable cause for the inspection, investigation, or seizure exists and that the other requirements for granting the warrant are satisfied. Probable cause may be shown by:

- (i) Reasonable legislative or administrative standards for conducting a routine, periodic, or area inspection and that those standards are satisfied with respect to the location;

- (ii) A reasonable administrative inspection program exists regarding the condition of the property and that the proposed inspection comes within that program;
 - (iii) A health, public protection or safety ordinance, regulation, statute, standard or order and that specific evidence of a condition or nonconformity exists with respect to the particular location; or
 - (iv) An investigation is reasonably believed to be necessary in order to determine or verify the condition of the location based on a tip, complaint, or the condition of an adjacent space, dwelling or property.
- (2) A copy of the administrative search warrant and supporting affidavit shall be retained by the issuing officer and filed by such officer with the clerk of the court and administrative body to which the warrant is returnable.

e. Contents of Warrant.

(1) The warrant:

- (i) May direct its execution and return by the administrative officer charged to enforce the ordinance or regulation specified in the application;
- (ii) Shall specify the property, place, structure, premises, vehicle, or records to be searched, inspected, entered upon, or seized in sufficient detail and particularity that the officer executing the search warrant can readily ascertain it;
- (iii) May contain direction as to the time and manner of its execution; and
- (iv) Shall command the return to the appropriate court or administrative body of any evidence of ordinance violations found, or of any property seized pursuant thereto, or a description of such property seized or condition(s) abated, to be dealt with according to law.

f. Execution and return.

- (1) Unless otherwise prescribed in the warrant, the officer executing an administrative search warrant shall make return thereof to the appropriate court within a reasonable time of its execution. The return shall show the date and hour of service.
- (2) Except as provided in the following sentence, in executing a search warrant the person authorized to execute it shall, before entry, make a

reasonable effort to present credentials, authority and purpose to an occupant or person in possession of the location designated in the warrant and show him or her the warrant or a copy thereof upon request. If at the time of execution of a search warrant, the premises is unoccupied or not in possession of any person, the personnel authorized to execute the warrant need not inform anyone of his or her authority and purpose, as prescribed in the preceding sentence, but may promptly enter the designated location at the time reasonably believed to be unoccupied after orally announcing their credentials and authority to execute the warrant.

(3) If any property is seized incident to the search, the officer shall give the person from whose possession it was taken (if the person is present) an itemized receipt for the property taken. If no such person is present, the officer shall leave the receipt at the site of the search in a conspicuous place. The return shall be accompanied by any photographs, copies, or other recordings made, and by any property seized, along with a copy of the itemized receipt of such property acquired by this section. This subsection shall not apply to junk motor vehicles removed by contractors pursuant to Sec. 42-48 of this Chapter.

(4) The officer may summon as many persons as he deems necessary to assist him in executing the warrant and may request that a peace officer assist in the execution of the warrant.

(5) *Savings Clause.* [...]

(6) *Conflicts.* [...]

(7) Collection of costs incurred by city. [...]

[...]

Sec. 42-47. – Litter.

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

Commercial handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature:

- (1) Which advertises for sale any merchandise, product, commodity, or thing;
- (2) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales;
- (3) Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind for which any admission fee is charged for the

~~purpose of private gain or profit; but the terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expense incident to such meeting, theatrical performance, exhibition, or event of any kind, when either of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order, provided that nothing contained in this clause shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition, or event of any kind, without a license, where such license is or may be required by any law of this statute, or under any ordinance of this city; or~~

- (4) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement, and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person **or entity** so engaged as advertiser or distributor.

[...]

Sec. 42-48. – Vehicles and appliances.

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

[...]

Enclosed building means a building enclosed on all sides, including a roof and floor, and constructed of materials permissible for the zone in which it is situated as dictated by Chapter 126 of the Paducah Code of Ordinances.

[...]

- (b) *Declaration of nuisance; exceptions.*

- (1) The presence of any junked vehicle or appliance on public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the City shall be deemed a public nuisance, and shall further be considered rubbish or refuse, and it shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any vehicle or appliance on the real property of another or to suffer, permit or allow a junked vehicle or appliance to be parked, left or maintained on one's own real property, **or otherwise to return a junked vehicle or appliance to property after such junked vehicle or appliance was removed or abated pursuant to this Section,** provided that this provision shall not apply with regard to:

[...]

- (3) *Classic or collector vehicles.* A junk motor vehicle which is owned by a collector of antique, vintage, historic, classic, or muscle and special interest vehicles, which is in the process of restoration, and which is recognized by national vehicle organizations

such as the Vintage Motor Car Club of America or SEMA. Such vehicles, when located in the public view prior to or during the restoration process, shall, upon request by a Code Enforcement Officer, be moved to an enclosed building, storage, or work area not readily visible by to the general public.

[...]

Sec. 42-49. – Solid Waste.

[...]

(d) Location of containers; collection.

[...]

(3) Residential collection.

[...]

~~h. The City shall collect green waste once a week in accordance with a schedule prepared by the City Manager or designee. Said green waste will be collected on the same day as residential waste. Collection will be at the household's designated point of pickup.~~

[...]

Sec. 42-50. – Other nuisances.

(a) *Certain conditions declared nuisance.* It shall be unlawful for the owner, occupant or person having control or management of any land within the City to permit a public nuisance to develop thereon. The following conditions are declared to be public nuisances:

[...]

(7) **Illegal, dilapidated, or obsolete signs. It shall be unlawful for the owner, occupant, or person having control or management of any land within the City to permit to exist on such property a sign, the condition of which is deemed dilapidated, unsafe, in a condition of disrepair, abandoned, or otherwise illegal as defined in Sec. 126-76.**

(8) Imminent danger. [...]

[...]

Sec. 42-52. – Illicit discharges.

(a) *Purpose and scope.* [...]

(b) *Definitions.* [...]

(c) *General provisions.* [...]

(d) *Prohibitions of discharges and declaration of nuisance; exceptions.* [...]

(e) *Rules and regulations.* [...]

(f) ~~(e)~~ *Inspection, monitoring, and remediation.* [...]

~~(g)~~ ~~(f)~~ *Section supplemental to other regulations. [...]*

Sec. 42-60. – Petition for reduction, waiver, and release.

- (a) After an order from the Code Enforcement Board has become final and not appealable, a petition may be initiated by a property owner for a conditional waiver of fines levied by the Fire Chief, ~~or~~ the Deputy Chief in charge of the Fire Prevention Division, **or Battalion Chief** as long as abatement is to be started and completed ~~in a reasonable time~~ **within thirty (30) days**. ~~If, in the determination of the Deputy Chief/Fire Marshal of the Fire Prevention Division, abatement has not been started and progressing in a reasonable time, the waiver will be revoked and the fines reinstated.~~ **Any petition for conditional waiver of fines shall be presented to the Fire Chief, Deputy Chief in charge of Fire Prevention, or Battalion Chief in their absence, no later than seven (7) days following a final order under Sec. 42-40 (6)-(7) or Sec. 42-41. A petition requesting the reduction or waiver of civil fines already determined to be final and the release of liens securing those fines shall be left to the discretion of the Fire Chief, Deputy Chief in charge of Fire Prevention Division, or Battalion Chief for conditional waivers.**
- (b) A petition may also be initiated to facilitate a real estate sales transaction by the filing of a petition with the **Deputy Chief in charge of Fire Prevention** ~~Code Enforcement Board~~ for the reduction or waiver of citations, fines, charges, or fees levied by the Code Enforcement Board. Only the civil fines levied pursuant to section ~~20-32~~ **42-43** may be petitioned to be reduced or waived. No other costs, charges, administrative fees or attorney's fees can be petitioned for reduction or waiver.
- (c) ~~(b)~~ A petition **initiated to facilitate a real estate transaction** shall **be submitted to the Deputy Chief in charge of Fire Prevention, or in his/her absence, the Battalion Chief, and shall** contain the following information: ~~at a minimum.~~
- (1) The name, address, and contact information of the petitioner and/or the petitioner's legal representative;
 - (2) A specific request for the conditional waiver of fines or a specific request for the waiver of citations, fines, charges, or fees requested and/or any liens to be released relating to a real estate transaction;
 - (3) A statement setting forth the reasons why the Fire Chief, ~~or~~ Deputy Chief in charge of the Fire Prevention Division, or the **Battalion Chief** ~~Code Enforcement Board~~ should consider an appeal and waiver;
 - (4) A computation of all monies owed to the City pertaining to the real property in question, including, but not specifically limited to, back taxes, actual costs, liens of any and all types, charges, assessments, administrative fees, etc. and a check accompanying the payment of all monies owed to the City except for the amounts to be reduced or waived shall be tendered with the petition; **and**
 - (5) The name **and contact information** of the person **or entity** ~~that shall be purchasing the real property in question.~~
- (6) The name of the real estate agent(s) or broker(s) facilitating the sale of the real property in question.**
- ~~(c) The petition all accompanying materials shall be presented to the Fire Chief or the Deputy Fire Chief in charge of the Fire Prevention Division and/or Code Enforcement~~

~~Board at their next regularly scheduled meeting. No special or called meeting of the Code Enforcement Board is specifically required by this article.~~

- (c) Denial of a petition to facilitate a real estate transaction may be appealed to the Code Enforcement Board within seven (7) days of denial. Appeal of denial of the petition initiated to facilitate a real estate sales transaction shall be presented to the Code Enforcement Board at their next regularly scheduled meeting following a final Order under Sec. 42-41. No special or called meeting of the Code Enforcement Board is specifically required by this article. ~~(d)–~~The Code Enforcement Board shall consider each petition presented and render a determination as to whether or not the petition shall be granted or denied. The Code Enforcement Board shall conduct its hearings on petitions to facilitate real estate transactions and on appeal from a final denial by the Fire Chief, Deputy Chief in charge of Fire Prevention Division, or the Battalion Chief in the same manner as outlined by section 42-40.

- ~~(f) A petition requesting the reduction or waiver of civil fines already determined to be final and the release of liens securing those fines shall be left to the sole discretion of the Fire Chief or the Deputy Fire Chief in charge of the Fire Prevention Division for conditional waivers and/or the Code Enforcement Board if denied by the Fire Chief or the Deputy Fire Chief in charge of Fire Prevention.~~

- ~~(g) The Code Enforcement Board shall conduct its hearing in regard to any petition in the same manner as outlined by section 42-40.~~

ARTICLE III. – RESIDENTIAL RENTAL OCCUPANCY PERMITS

Sec. 42-61. – Purpose and intent.

- ~~(a) The purpose of this article is to protect the public health, safety and general welfare of the people of the City in occupied dwellings by recognizing that the offering for rental of dwelling units is a business and by classifying and regulating such business, the effect of which shall promote the following:~~
- ~~(1) To protect the character and stability of residential areas;~~
 - ~~(2) To correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare, and health, including the physical, mental, and social well-being of persons occupying dwellings;~~
 - ~~(3) To enforce minimum standards for the maintenance of existing residential buildings, and to thus prevent slums and blight;~~
 - ~~(4) To preserve the value of land and buildings throughout the City;~~
 - ~~(5) To protect the public from increased criminal activity which tends to occur in residential areas which are unstable due to dwellings which are blighted or substandard.~~
- (b) It is not the intention of the City to interfere with contractual relationships between tenant and landlord. The City does not intend to intervene as an advocate for either part, or act as arbiter, nor be receptive to unsubstantiated complaints from tenants or landlords which are not specifically and clearly related to the provisions of this article.

Sec. 42-62. – 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:

Accessory living quarters mean living quarters within an accessory building, which may not have kitchen facilities.

Bed and Breakfast means a residential dwelling unit in which more than one (1) but not more than five (5) guest rooms are used to provide or offer overnight accommodations for transient guests for compensation. A tourist home is included in the meaning of “Bed and Breakfast.”

Building means any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels. The term “building” includes the term “structure.”

Code means the ordinances of the City that relate to the fitness for habitation construction, property maintenance, nuisances, occupancy, zoning, and use of any rental residential dwelling unit. This specifically includes the provisions of this chapter, and chapters 18, 5054, and 126.

Code Official or *Code Officer* means and includes the Chief Building Inspector, Deputy Building Inspector, Code Enforcement Officers, Fire Marshal, Fire Inspector, and Police Officers, **as they are empowered to act in their various capacities, including but not limited to the authority granted to them under KRS 227.200 et. seq., KRS 65.8801 et. seq., 815 KAR 7:070, et. seq., and 815 KAR 10:060 et. seq. Where authority is granted under KRS 227, 815 KAR 7, or 815 KAR 10, Code Official or Code officer shall mean fire code officials.**

[...]

Dwelling, multiple, means a building, or a portion thereof, used for occupancy by three (3) or more families living independently of each other and used for rental residential occupancy **for rental occupancy lasting thirty (30) days or more.**

Dwelling, one (1) family, means a building used for residential occupancy by one (1) family.

Dwelling, rental, means a building, or portion thereof, used primarily for rental residential occupancy **for periods of thirty (30) days or more**, including one (1) family and multiple dwellings, **but and shall** not include ~~ing~~ hotels or motels.

Dwelling, two (2) family, means a building or portion thereof, used for occupancy by two (2) or more families living independently of each other, and at least one (1) of which is used for rental residential occupancy.

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

[...]

Hotel or motel means a building, or portion thereof, or group of buildings in which lodging is customarily provided and offered to the public **typically for occupancy for not more**

than thirty (30) days at a time for compensation, and which is open to transient guests on a daily basis, in contradistinction to a lodging house.

[...]

Nuisance means a tenant's use of a rental dwelling unit, including the building and the premises relating thereto, which gives offense to or endangers the life, ~~or health,~~ **safety, or welfare** of others. The term "nuisance" includes such uses as defined under State law as nuisances.

[...]

Tenant means ~~a tenant, includes~~ a person under a rental agreement to occupy a dwelling unit for the purpose of residential occupancy. ~~The term "tenant" includes a person occupying a residential property for a period of thirty (30) days or more, by making rent or lease payments, or other similar agreements where the tenant does not have an equitable interest in the real property.~~

[...]

~~*Tourist home* means a building in which more than one (1) but not more than five (5) guest rooms are used to provide or offer overnight accommodations for transient guests for compensation. A bed and breakfast establishment is included in the meaning of the term "tourist home."~~

Sec. 42-63. – Enforcement.

The Fire Prevention Division shall be responsible for the administration and enforcement of the provisions of this section. **Enforcement pursuant to this section shall not be interpreted to override or negate the rights of tenants or property owners with respect to inspections authorized or required by KRS 227.200 et seq., 815 KAR 7:070, et seq., or 815 KAR 10.060 et seq. Where applicable, penalties hereunder shall be in addition to, and shall not be instead of, the penalties set forth by KRS 227.200 et seq., 815 KAR 7:070, et seq., or 815 KAR 10.060 et seq.**

Sec. 42-64. – Rental occupancy permit required.

It shall be unlawful for any landlord to rent or lease to another or otherwise allow any person to occupy any rental dwelling unit which is subject to the article unless the landlord has first obtained and continues to hold a valid rental occupancy permit **for that unit**.

Sec. 42-65. – Applicability and exceptions.

- (a) The provisions of this article shall apply to the rental or leasing of rental dwelling units, and rental dwellings which contain such units, including one (1) and two (2) family rental residential dwelling units, ~~multiple dwelling units, accessory living quarters, and lodging houses.~~
- (b) The provisions of this article shall not apply to hotels and motels, **bed and breakfasts**, nursing homes, ~~or~~ assisted care dwelling units, residential care facilities as described by KRS 100.982, ~~H~~**hospitals**, ~~and~~**or** ~~S~~**sanitariums**.

Sec. 42-66. – Application for rental occupancy permits.

[...]

- (b) To determine compliance with this article and this Code, every applicant shall authorize an inspection of the premises annually.

[...]

Sec. 42-67. — Temporary permit.

- (a) ~~The Fire Prevention Division shall issue a temporary permit to the landlord of a rental dwelling unit who has submitted an application and paid the fee required by this article. A temporary permit shall authorize the occupancy of rental dwelling units in actual existence on the effective date of Ord. No. 2016-12-8463, pending issuance of a rental occupancy permit. Dwelling units constructed or converted to rental usage after the effective date shall not be eligible for a temporary permit, and shall not be occupied for human habitation prior to the issuance of the required rental occupancy permit.~~
- (b) ~~A temporary permit indicates only that the landlord has submitted an application for a rental occupancy permit. A temporary permit is not a determination that the rental dwelling or the rental dwelling unit complies with the standards required by this article.~~
- (c) ~~The temporary permit shall be valid until a rental occupancy permit has been issued or the application for such permit is denied and the stay period for any appeal of such determination is exhausted.~~

Sec. 42-68. – Issuance of permit.

- (a) Following the filing of an application, a ~~City's~~ Code Official shall cause an inspection to be made of the rental dwelling unit and rental dwelling identified in the application. The inspection shall be made within three (3) business days following the date upon which the application is filed, ~~excepting, however, that in the event the landlord has been issued a temporary permit under this article, such inspection shall be made within a reasonable period of time taking into consideration the availability of Code Officials to make such inspection.~~

[...]

Sec. 42-69. – Standards for issuance of permit.

The standards for the issuance and continuance of a rental occupancy permit shall be as follows:

- (1) The rental dwelling, and the rental dwelling units located therein, and the grounds and the accessories, buildings, and structures relating thereto, are in substantial compliance with the Code and all other applicable laws, statutes, and regulations including, but not limited to the International Property Maintenance Code 2012 Edition, all fire codes, electrical codes, plumbing codes, and building codes, and are not otherwise substandard, hazardous, or unfit. In multifamily units, to promote efficiency, the Code Official ~~may~~shall inspect as few or as many~~the minimum~~ units as he or she deems necessary in consideration of the totality of the circumstances including time constraints and historical compliance by the landlord to assess the overall condition of the premises.

- (2) The landlord has been issued an occupation business license and has paid all fees and taxes as required under chapter 106.
- (3) The landlord has paid all city ad valorem taxes which are due and payable against the real property upon which the building and rental dwelling units are located.
- (4) The landlord has paid all fees as required under this article.
- (5) The landlord has paid all city property maintenance liens on the property for which a permit is applied.

Sec. 42-70. – Determination of noncompliance.

- (a) If a Code Official determines that any dwelling unit, or any part of the premises relating thereto, fails to comply with section 42-69(1) or that the landlord has failed to comply with section 42-69(2) through (5), a written notice of the violation or violations shall be given to the landlord. The notice shall direct that the landlord shall have a period of ~~ten~~seven (407) days to **remedy the violation. The offender may be allowed a reasonable extension of time to remedy the violation, at the discretion of the Code Official.** ~~submit to the Code Official a plan consistent with the Code and other applicable ordinances which outlines the landlord's remedy of the violations and the time period that such remedy shall be effectuated. The notice shall further state that in the event the landlord fails to submit a plan within said period of time, the landlord shall effectuate the remedy within a specified period of time as reasonably determined by the Code Official. The period of time to effectuate a remedy hereunder shall not at any time exceed the period of time as determined by the Code Official. A reinspection shall take place after said period of time to determine compliance.~~
- (b) If the fire Code Official determines the dwelling unit, or any part of rental premises fails to comply with section 42-69(1) due to structural or distinct fire hazards as described in 815 KAR 10:060 or especially liable or likely to result in fire loss as described in KRS 227.380, the written notice of the violation or violations shall further state that the provisions of this Section shall not override an owner's rights to appeal violations, as applicable, under 815 KAR 10:060 Section 6 or KRS 227.380(2).**
- (c) If the fire Code Official determines that the defects create an imminent hazard to the health or safety of occupants or the public, the Code Official shall immediately suspend the applicable temporary permit or a any previously issued rental occupancy permit and order the premises be vacated, providing any occupants reasonable time to vacate, as is determined in the discretion of the Code Official.**
- (d) Any time period accorded by the fire Code Official above shall not be extended by the sale or transfer of any interest in the rental dwelling unless specifically authorized by the Code Official.**

Sec. 42-71. – Denial; suspension.

In the event the landlord's failure to comply continues following ~~the~~any period accorded the landlord for compliance, the Code Official shall mail the landlord a notice of a denial of a rental occupancy permit or suspension of a previously issued rental occupancy permit.

~~A denial of a rental occupancy permit shall automatically suspend the temporary permit.~~
The notice shall state:

- (1) That the Code Official has determined that the landlord has failed to comply with the standards as set forth in section 42-69.
- (2) The specific reason or reasons why the standards have not been satisfied, including copies of applicable inspection reports **and listing each code, statute, or regulation of which the property are in violation.**
- (3) That the denial or suspension of the permit will become effective unless the landlord appeals the determination within ~~ten~~**five** (10**5**) days after receipt of the notice in the manner provided in section 42-73.
- (4) That after denial or suspension, the rental dwelling unit or units must be vacated, and shall not be reoccupied until a rental occupancy permit is issued or is reinstated after approval by the Code Official.
- (5) The notice shall describe how an appeal may be filed under section 42-73.
- (6) The Code Official shall also cause a notice to tenants to be prominently posted on the rental dwelling. The notice shall state that the rental occupancy permit for the rental dwelling unit or units has been denied or suspended, whichever is applicable, and that the action will become final on a specific date unless the landlord appeals. The notice shall further state that tenants will be required to vacate the rental dwelling unit when the action becomes final.

Sec. 42-72. – Revocation of permit; criminal acts or nuisance.

- (a) Any landlord of a rental dwelling unit who knowingly leases or continues to lease a rental dwelling unit to any tenant who commits or allow others to commit any criminal act in violation of the State's criminal statutes relating to the illegal sale **or distribution** of controlled substances or to prostitution or to acts of violence to the person of another which causes physical injury or the imminent threat thereof, or who otherwise creates or allows others to create a nuisance on the leased premises, in violation of the provisions of subsection (b) of this section shall be subject to a revocation of the landlord's rental occupancy permits as provided herein.
- (b) The landlord shall abate such activity in the manner as hereinafter provided:
 - (1) In the event that the Code Official receives ~~reasonable~~**substantiated** evidence of ~~a such an~~ **criminal** act or activity **as described in (a) above,** or of a nuisance ~~taking place~~ on the leased premises of a tenant, the Code Official shall send to the landlord written notice which shall set forth the ~~substantiated~~ evidence and ~~define~~ **identify that** the criminal act or activity or nuisance **is in violation of this Section, and constitutes cause for revocation of the rental occupancy permit for the leased premises.**
 - (2) In the event that the Code Official sends a second such notice to the landlord regarding such a criminal act or activity or nuisance on the leased premises of the same tenant within one (1) year following the issuance of a previous notice, the notice shall instruct **and require** the landlord to bring eviction proceedings against the tenant with the McCracken District Court or to otherwise provide **in writing** to the Code Official an **acceptable** alternative ~~acceptable to the Code Official~~ which effectively abates the continuance of

further criminal activity or nuisance on the leased premises of such tenant. The landlord shall initiate eviction proceedings or provide an acceptable alternative within ten (10) days following the landlord's receipt of such second notice. In the event the landlord fails to initiate the eviction proceedings or otherwise provide an acceptable written alternative within ten (10) days~~said period of time~~, the Code Official may revoke the landlord's rental occupancy permit if the Code Official determines that the revocation is necessary to protect or preserve the health, safety and welfare of a resident or residents of the rental dwelling unit or neighborhood. Upon revocation of any rental occupancy permit, no application of a subsequent rental occupancy permit shall be accepted by the Code Official for such ~~property~~ premises within six (6) months of the date of revocation.

- (3) Any eviction proceeding brought by the landlord shall be timely and diligently prosecuted by the landlord in good faith~~a bonafide manner~~.
- (4) ~~Substantiated~~Reasonable evidence shall constitute such evidence as would be probative in establishing probable cause that such criminal act has been committed or that a nuisance exists on the leased premises. ~~Substantiated~~ Reasonable evidence may include evidence of a lawful arrest, indictment, or conviction.

- (c) In the event of revocation, the Code Official shall provide a notice of revocation to the landlord and tenant in the manner as provided in section 42-71.

Sec. 42-73. – Appeals Procedure.

- (a) Any landlord wishing to appeal the determination of a suspension, revocation, or denial shall file a written notice of appeal with the Fire Prevention Division~~Code Enforcement Board~~ within five (5) days after receipt of the notice of the suspension, revocation, or denial.
- (b) ~~The initial~~ An appeal shall initially be ~~taken before~~heard by the Deputy Chief/Fire Marshal of the Fire Prevention Division or in his/her absence, the Battalion Chief. ~~The Deputy Chief/Fire Marshal of the Fire Prevention Division~~ or Battalion Chief shall sustain the decision of the Code Official unless the Deputy Chief/Fire Marshal or Battalion Chief determines that the provisions of this article have been complied with and that all of the violations have been corrected. The Deputy Chief/Fire Marshal of the Fire Prevention Division or Battalion Chief shall make a written determination and provide notice of same to the landlord within ten (10) days of making his/her determination.
- (c) ~~(b)~~ In the event the Deputy Chief/Fire Marshal of the Fire Prevention Division or Battalion Chief sustains the decision of the Code Official, thereby of suspending, revoking, or denying a rental permit, ~~suspension, revocation, or denial~~, the landlord shall have the further right of appeal and may file~~as hereinafter provided~~. Any landlord wishing to further appeal the determination of suspension, revocation, or denial shall file a second written notice of appeal with the Code Enforcement Board within five (5) days after of the landlord's receipt of the Deputy Chief/Fire Marshal of the Fire Prevention Division's written determination or Battalion Chief's written

determination. Thereafter, the appeal process **Appeal before the Code Enforcement Board** shall follow sections 42-41, 42-41.5, 42-42, et seq.

(d) In the event the landlord/property owner files an appeal pursuant to 815 KAR 10:060, or KRS 227.380(27) related to the same subject matter as the suspension, revocation, or denial, any appeal filed pursuant to this Section shall be held in abeyance pending final determination or Order by the State Fire Marshal.

Sec. 42-76. – Inspections.

- (a) Inspections of rental dwelling units shall be conducted by Code Officials and shall take place as follows:
 - (1) Upon application for a rental occupancy permit.
 - (2) Upon receipt of a complaint by a tenant or owner of a neighboring property that the rental dwelling unit or rental dwelling is substandard, hazardous or unfit for habitation, **and** if in the ~~reasonable~~ discretion of the Code Official, probable cause exists **to believe** that the complaint is founded in fact and an inspection warranted.
 - (3) Upon the **probable cause** determination of a Code Official ~~that probable cause exists that any~~ **the** rental dwelling unit or rental dwelling is in noncompliance with subsection 42-69(1).
 - (4) Every **one (1)** ~~two (2)~~ year period.
- (b) The Code Official shall adopt a policy of inspecting all rental dwellings which are required to be permitted under this article. The policy shall contain objectives for the systemic inspection of all rental dwellings and priorities for the use of searee inspection resources. The guidelines shall **promote an efficient inspection program** ~~be based upon the following factors; and any other factors deemed by the City to promote an efficient inspection program.~~
 - (1) Geographic distribution an concentration of rental dwellings;
 - (2) Rental dwellings with delinquent property taxes;
 - (3) Landlords with properties identified by the Fire Prevention Division as having an excessive number of housing code violations, or a history of noncompliance; or slow compliance, with correction orders;
 - (4) Landlords with properties identified by the Fire Prevention Division as having a history of demolitions being ordered by the City;
 - ~~(5) Landlords with properties identified by the Fire Prevention Division as having a history of demolitions being ordered by the City, and demolished by the City;~~
 - ~~(5) (6)~~ Rental dwellings for which no occupation business license or occupancy permit has been applied; and
 - (6) (7)** Rental dwelling with **reports** ~~an excessive number~~ of police calls for illegal drug offenses, prostitution, violent crimes, or disorderly conduct, **as reported to the Code Official by the Paducah Police Department.**

Absent exigent or emergency circumstances, whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the Code Official has reasonable cause to believe that there exists in any rental dwelling or rental dwelling unit which is required to be permitted by this article, any condition or violation which makes such dwelling or unit unsafe, dangerous or hazardous, the Code Official may enter such dwelling or unit at all reasonable times to inspect the same or to perform

any duty imposed by this article, provided that if such dwelling unit be unoccupied, the Code Official shall first provide notice and request entry from the landlord; and if such dwelling or unit is occupied, the Code Official shall provide notice and request entry from both the landlord and tenant. If possible, the Code Official shall first attempt to make arrangements with the landlord and tenant as to the occurrence of the inspection at least twenty-four (24) hours prior to the inspection. If such entry is refused, the Code Official shall have recourse to every remedy provided by law to secure entry. **The landlord or property owner's refusal to cooperate and permit inspection following notice shall be cause for suspension, revocation, or denial of a rental occupancy permit as set forth under Sec. 42-71.**

Sec. 42-77. – Fees.

There shall be a fee of ~~\$25.00~~**100.00** for issuance of a rental occupancy permit and the initial inspection related thereto and a fee of ~~\$25.00~~**50.00** for the renewal of a rental occupancy permit and the inspection related thereto. There shall also be a fee of ~~\$25.00~~**50.00** per inspection for any further follow-up inspection related thereto. These fees shall be paid to the Fire Prevention Division.

Sec. 42-80. – New Construction.

The requirement for a rental occupancy permit and inspection fee shall not apply to any building for which a certificate of occupancy has been issued by the City until ~~five~~**one** (~~5~~**1**) years-after the issuance of such Certificate of Occupancy.

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

George Bray, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2025

Adopted by the Board of Commissioners, _____, 2025

Recorded by the City Clerk, _____, 2025

Published by *The Paducah Sun*, _____, 2025

4875-4325-2903 v.3

Agenda Action Form

Paducah City Commission

Meeting Date: March 25, 2025

Short Title: Amend Ordinance No. 2023-06 -8781 Chapter 26 "Cemeteries" of the Code of Ordinances of the City of Paducah, Kentucky - **A. CLARK**

Category: Ordinance

Staff Work By: Amie Clark

Presentation By: Amie Clark

Background Information: Amend Ordinance No. 2023-06-8781 Chapter 26 "Cemeteries" of the Code of Ordinances of the City of Paducah.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. ORD Cemeteries Update 2025

ORDINANCE NO. 2025-03-_____

AN ORDINANCE AMENDING CHAPTER 26, “CEMETERIES”, ARTICLES I AND II OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance is an amendment to Chapter 26 Cemeteries, Articles I and II of the *Code of Ordinances of the City of Paducah, Kentucky*; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PADUCAH AS FOLLOWS:

SECTION A. Chapter 26, Article I, In General, and Article II, Oak Grove Cemetery of the Code of Ordinances shall be amended as follows:

ARTICLE I. – IN GENERAL

Sec. 26-1. Designation.

The City of Paducah designates approximately 50 acres located at 1613 Park Ave in Paducah, Kentucky for the purpose of the interment of human remains only as provided in this Ordinance. This designated land shall be known and called Oak Grove Cemetery and so designated in all certificates to purchasers of lots therein.

Sec 26-2. 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:

- a) *Cemetery* means any one or combination of more than one of the following in a place used or to be used and dedicated or designated for such purposes:
 - (1) A burial park, for earth interment.
 - (2) A mausoleum, for entombment.
 - (3) A columbarium, for inurnment.
 - (4) A cremation garden, for inurnment.
- b) *Remains* means the bodies of deceased persons, in whatever stage of decomposition, and cremated remains.
- c) *Mausoleum* means a building or structure substantially exposed above ground used or intended to be used for the entombment of human remains, which is sold or offered for sale to the public.

- d) *Columbarium* means a structure or building substantially exposed above ground intended to be used for the inurnment of cremated remains and sold or offered for sale to the public.
- e) *Columbarium niche* means an inurnment space in a columbarium as defined herein.
- f) *Cremation garden* means an area of a cemetery set aside especially for cremated remains.
- g) *Scattering area* means an area designated for the scattering of cremated remains.
- h) *Grave lot* means a space of ground in a cemetery intended to be used for the interment in the ground of the remains of one human being.
- i) *Sepulcher* means a place of burial, burial vault, or tomb in which a deceased person is laid or buried.
- j) *Underground crypt* means a single unit entombment space in preplaced chambers below ground and also known as a lawn crypt, Westminster turf top mausoleum, or below ground crypt.
- k) *Mausoleum crypt* means an entombment space in a mausoleum as defined herein.
- l) *Disinterment* means to unearth or remove remains from a grave or tomb.
- m) *Interment* means to bury a deceased person in a grave or tomb.
- n) *Reinterment* means to bury again, often in a different location than the original burial.
- o) *Burial* means a ceremony at which a deceased person is buried or interred.
- p) *Deed* means a document or instrument which conveys a license use and access for sepulcher only, and does not convey a fee interest in the land of the lot.
- q) *Monument* means a single memorial or marker, that is upright, beveled, or flush and is made of stone, marble, or granite that is placed on the head of the grave lot, memorializing the deceased located in that specific grave lot.
- r) *Companion monument* means a double memorial or marker, that is upright, beveled, or flush and is made of stone, marble, or granite that is placed on the head at the center of two (2) side by side grave lots, memorializing two (2) deceased located in those specific grave lots.

Sec 26-3. Administrative Policy.

The Board of Commissioners of the City of Paducah does hereby authorize and charge the City Manager with creating and maintaining policies and procedures for the administration and operations of City-owned cemeteries, not inconsistent with this ordinance. (KRS 97.530)

Sec 26-4. Operations.

The Board of Commissioners of the City of Paducah does hereby authorize and charge the Parks and Recreation Department with the operations and maintenance of City-owned cemeteries.

Sec 26-5. Schedule of Fees for Cemetery Lots and Mausoleum Crypts.

The Board of Commissioners hereby authorizes a schedule of fees for the sale of all cemetery lots and mausoleum crypts in City-owned cemeteries in the City of Paducah, established and updated by Municipal Order from time to time.

Sec 26-6. Charges for Cemetery Services.

Fees associated with support services provided at the cemetery or by the cemetery staff, shall be created and maintained by Municipal Order, updated from time to time, and shall be in compliance with this Ordinance.

- a) Support services include but are not limited to: opening and closing of graves, use of the receiving vault, temporary or permanent relocation of a monument, upright, or marker, and support staff for burial services.
- b) There will be a late charge for services concluding after 2:00 p.m.
- c) There will be additional charges for services requested on Saturdays.
- d) The charges for replacement, temporary or permanent relocation, and resetting of monument, uprights, or flat, flush, or lawn level markers shall be the responsibility of the license holder. All replacements must follow current cemetery guidelines as set by administrative policy.

Sec 26-7 Maintenance Fund.

- a) 30% of income from cemetery grave lot sales shall be placed in a cemetery project account under the Parks and Recreation Department, and shall be used specifically for the support of maintenance and upkeep of the cemetery grounds and improvement projects in the cemetery.
- b) Fees collected from cemetery lease agreements and contracts shall be considered cemetery income and be placed in a cemetery fund under the Parks and Recreation Department and shall be used specifically for the support of maintenance and upkeep of the cemetery grounds and improvement projects in the cemetery.

Sec 26-8. Protection of Burial Grounds.

Whenever any burial grounds lie within the corporate limits of a city, the governing authorities of the city shall protect the burial grounds from being used for dumping grounds, building sites, playgrounds, places of entertainment and amusement, public parks, athletic fields, parking grounds, or any other use which may result in the burial grounds being damaged or destroyed. The activity will not be considered “entertainment or amusement” if it serves a historical or educational purpose.

(KRS 381.690 and 381.697)

Sec 26-9. Interment.

- a) All interments in the cemetery shall be contained in a concrete or steel vault for remains, or a cremains container or box for cremated remains.
- b) Interment of remains of a person affected by infectious diseases shall be conducted strictly in accordance with Kentucky law.
- c) Site prep and final prep will be completed by contractual agreement and updated by municipal order from time to time.
- d) One burial vault may be interred for each grave lot, and up to two cremated remains containers per grave lot.

(KRS 213.076)

Sec 26-10 Disinterment and Reinterment.

- a) Disinterment is regulated by Kentucky law.
- b) Authorization for disinterment, transportation, and reinterment or other disposition shall be required prior to disinterment of any human remains and shall be issued by the state registrar upon proper application.
- c) In an instance where the city is informed of or becomes aware that it has improperly interred or has allowed to be improperly interred a body or cremated remains including but not limited to interment in the wrong space, the burial container shall be disinterred and properly reinterred.
- d) In an instance where the city is informed of or becomes aware of an improper interment in the cemetery, the city shall give reasonable notice to the next of kin, informing them of the improper interment. The city shall file an application for disinterment to a licensed funeral director and local registration official for authorization. Once authorized, the city shall make necessary arrangements to execute the disinterment.

- e) The charges associated with disinter and reinter, at the request of the city, will be the responsibility of the city.
- f) Any person requesting disinterment shall complete an application and file with the City. Applications for disinterment will be submitted to a licensed funeral director and the local registration official for authorization. Once authorized, the city shall make necessary arrangements to execute disinterment.
- g) The charges associated with disinter and reinter conducted at the request of the next of kin, will be the responsibility of the requester.

(KRS 307.300; KRS 213.076)

Sec 26-11. Certificate of Death.

Inter or Interment of a dead body or fetus is not permitted in the cemetery unless it is accompanied by a copy of the provisional certificate of death. The cemetery staff person in charge, or if not present, the funeral director, shall enter on the provisional certificate over his signature the date, place, and manner of the final disposition and file the certificate within five (5) days with the local registrar.

(KRS 213.076)

Sec 26-12. Removal of Grave or Cemetery.

- a) Upon application of the city upon which is located an abandoned grave or cemetery, or when it is deemed in the best interest of the city to remove and relocate any such grave or cemetery, the court may issue an order or resolution authorizing removal and relocation.
- b) Any grave or cemetery removed shall be relocated in a suitable place at the expense of the city requesting such removal and relocation.
- c) A grave or cemetery shall be considered abandoned when left untended for a period of ten (10) years preceding the date of the resolution for removal and relocation of the grave or cemetery.

Sections 26-13 – 26-22. – Reserved.

ARTICLE II. OAK GROVE CEMETERY.

Sec 26-23. Operations.

- a) Oak Grove Cemetery operations shall be divided into two programs as follows:
 - (1) Administration – Cemetery administration shall manage all customer relations including but not limited to sale of grave lots, requests for deeds, scheduling

burials with funeral homes, burial records, maintenance of all records, including but not limited to cemetery maps.

- (2) Maintenance – Cemetery maintenance shall perform day to day maintenance operations of the cemetery, including but not limited to cemetery upkeep, grounds maintenance, ~~monument and stone repair~~, pre-burial and post-burial maintenance, building maintenance, etc. Maintenance staff will be present at every interment and disinterment, and shall have general control of the improvement of the premises. Monument upkeep, repairs, or replacements are the responsibility of the license holder. Cemetery maintenance staff will clear debris and remove décor as specified by administrative policy.
- (b) Cemetery maps, with additions, shall be kept on file at the Parks and Recreation offices and are adopted and hereby declared the official maps of the cemetery, including grave lots therein, showing avenues, walkways, lots with numbers thereof, and shall cause the boundaries of lots, avenues and walkways to be preserved, and will be managed by the administrative staff.
- (c) Cremation Gardens and grounds are managed and operated under a contract with a local vendor and are updated by Municipal Order from time to time.
- (d) The Parks and Recreation Director is authorized to temporarily adjust or suspend park rules as required to serve public safety and/or logistics.
- (e) The Parks and Recreation Director is hereby authorized to adopt additional rules specific to the cemetery. Rules shall be updated and posted on the City's website.

Sec 26-24. Rules for Conduct for Cemetery Grounds.

In addition to posted rules on site:

- a) Alcohol is not permitted on the grounds.
- b) Soliciting or sale of material is not permitted.
- c) Obey posted hours of operation.
- d) Obey all rules and regulations as specified herein and as determined by administrative policy.
- e) Dogs, Cats, and other animals are not permitted on the grounds unless contained inside a vehicle, with exception to licensed service animals.
- f) Place all trash in waste receptacles.
- g) Disturbance of any grave site or place of burial is prohibited.

- h) Removal of, defacing, or destruction of any upright monuments, flat, flush, or lawn level markers, tomb, vault, mausoleum, or decoration on any cemetery lot that is not conducted as part of maintenance of the grounds by the city is prohibited.
- i) The Parks and Recreation Director is hereby authorized to adopt additional rules specific to the cemetery as deemed appropriate. Rules shall be updated by administrative policy.

Sec 26-25. Vehicles and Parking.

- a) Vehicles may be operated on designated roadways, with the exception of deliveries in connection with cemetery operations.
- b) Parking is not permitted in areas that are not marked roadways or parking areas.
- c) It shall be unlawful for any person to operate any motor vehicle in excess of 5 miles per hour in the cemetery.

Sec 26-26. Hours of Operation.

- a) The cemetery is open for visitors Sunday - Saturday, from 8:00 am – dark.
- b) Burials services, mausoleum services, and memorial services shall be scheduled in advance by contacting the Parks and Recreation Department and may occur Monday through Saturday between 8:00 am and 2:00 pm.
- c) Services requested on Saturdays or after operating hours shall incur additional charges in the amount established by Municipal Order.
- d) The City shall not provide services on recognized holidays as follows:
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. President's Day
 - 4. Good Friday
 - ~~5. Easter~~
 - ~~6. Mother's Day~~
 - 7. Memorial Day
 - ~~8. Father's Day~~
 - 9. Juneteenth
 - 10. Independence Day
 - 11. Labor Day
 - ~~12. Columbus Day~~
 - ~~13. Halloween~~
 - ~~14. Election Day~~
 - 15. Veterans Day
 - 16. Thanksgiving Day
 - 17. Day after Thanksgiving
 - 18. Christmas Eve

- 19. Christmas Day
- 20. New Year's Eve

- e) The City shall not provide services on the First Saturday in December due to the City's Annual Christmas Parade.

Sec 26-27. Funeral Burial Services.

- a) Funeral homes and services shall be responsible for following cemetery rules and guidelines and serving as the liaison between the next of kin or family and Parks and Recreation staff.
- b) Cremation services held at the crematorium shall be the responsibility of the Cremation Society of Paducah, under contract with the city.
- c) Burial preparation service charges are charged by the cemetery at the time of the grave lot purchase or by the funeral home at the time of service planning and are at the amount set by the contractor providing the services.
- d) Burial preparation and closing services are performed under a contract with the City and is updated by Municipal Order from time to time.
- e) Funeral homes shall provide next of kin information to the cemetery at the time of grave lot purchase for the purposes of keeping updated records of license to the lot.

Sec 26-28. Interference with a Funeral.

- a) A person who interferes with a funeral, at any point in time between one (1) hour prior to the commencement and one (1) hour following its conclusion has committed a Class B misdemeanor.
- b) Interference with a funeral includes but is not limited to blocking, impeding, inhibiting, or in any other manner obstructing or interfering with access into or from any burial plot or the parking lot of the cemetery in which a funeral, wake, memorial service, or burial is being conducted.

(KRS 525.155)

Sec 26-29. Inclement Weather.

- a) Funeral and burial services may not be conducted when local forecasters have issued a severe weather event notification for an area that includes the City of Paducah.
- b) When inclement weather impacts the grounds and areas surrounding the burial site, burial services may be postponed at the discretion of the Parks Maintenance staff.

- c) If during the course of a burial service in progress the weather conditions listed above become present, City staff present shall be authorized to halt proceedings and assist attendees in seeking shelter until the weather clears.
- d) In the case of severe inclement weather or unsafe conditions, the Parks and Recreation Director is hereby authorized to close the cemetery without notice or warning.

Sec 26-30, Monuments, Uprights, and Flat, Flush, or Lawn Level Markers.

- a) Monuments, uprights, and flat, flush, or lawn level markers shall be made of granite, marble, or bronze, with the exception of standard government markers. No substandard grade of material shall be permitted.
- b) Monument companies shall notify and get approval from the Parks and Recreation Department prior to installing any monument, upright, or marker on a lot or part of a lot in the cemetery.
- c) One monument, upright, or flat, flush, or lawn level marker may be put in place on each grave lot at the head of the grave, as determined by the city. The monument, upright, or flat, flush, or lawn level marker foundation should not exceed the width of the lot.
- d) On adjoining lots, licensed by the same owner, one companion monument, upright, or marker may be put in place for both grave lots, or each lot may have one monument, upright, or marker put in place. The foundation of the monument or marker shall not exceed the width of the lot(s).
- e) Each grave lot may have one (1) monument, upright, or flat, flush, or lawn level marker placed at the head of the grave lot. Each grave lot may also have one (1) lawn level footstone marker placed at the foot of the grave lot.
- f) Grave lots with multiple burials, up to one (1) remains and two (2) cremains, may have one (1) monument, upright, or flat, flush, or lawn level marker placed at the head of the grave lot, and may contain engravings for all burials.
- g) Monument companies shall put in place monuments, uprights, or flat, flush, or lawn level markers according to the rules and guidelines for the cemetery.
- h) Benches, of any kind, in the cemetery shall not be permitted. Benches presently located in the cemetery are exempt until such time it is determined replacement is desired or needed. ~~Replacement shall comply with existing guidelines for the cemetery.~~ Cemetery staff will remove benches that have become unsightly or broken at the time of discovery. Benches removed shall not be replaced.
- i) The Parks and Recreation Director is hereby authorized to adopt additional rules specific to the setting and placement of monuments, uprights, and flat, flush, or lawn level markers.

Sec 26-31. Grave Lot Decorations, Planting of Trees, and Other Living Flora.

- a) Decorations shall comply with rules and regulations as set by administrative policy.
- b) The city shall remove all decorations that do not comply with cemetery rules and regulations upon discovery.
- ~~c) The City shall perform cemetery clean up of all decorations that do not comply with cemetery rules and regulations, or have been determined by the City to be unsightly, two times per year.~~
- d) Plantings, of any kind, in the cemetery shall not be permitted, except in areas designated by the city to improve storm water management, memorial gardens, and tree canopy.
- e) Living memorials presently located in the cemetery are exempt until such time it is determined by the city to be unsightly or ~~dangerous~~ detrimental to burial grounds or cemetery operations, at which time those plantings will be removed without replacement.
- f) Privately contracted maintenance of lots shall be permitted but must be approved in advance by Parks and Recreation staff.
- g) The Parks and Recreation Director is hereby authorized to adopt additional rules specific to decorations for grave lots in the cemetery.

Sec 26-32. Improvement to Cemetery Lots.

- a) All improvement of cemetery lots shall be limited to the installation of monuments, uprights, flat, flush, or lawn level markers and shall require the approval of the Parks and Recreation Director or designees, prior to installation. Improvements shall be made of granite, marble, or bronze as provided herein below.
- b) Landscaping, plantings, and other permanent or temporary hardscape is not permitted on burial sites and will be removed by cemetery staff upon discovery.
- c) Landscape maintenance and improvements shall be regulated and determined by cemetery staff for the purpose of aesthetics to the cemetery grounds. This includes but is not limited to tree removal, tree plantings, shrub removal and maintenance, shrub plantings, annual and perineal plantings, landscaped beds, removal and replacement of planters, etc.
- d) Parks and Recreation staff shall have the authority to remove, without notice, any tree, shrub, or planting which has become unsightly or ~~dangerous~~ detrimental to burial grounds or cemetery operations, or is encroaching to adjacent grave lots, walkways, drives, or roadways.

Sec 26-33. Damage to Cemetery Lots.

The City of Paducah shall not be responsible for deterioration or damage to cemetery lots, monuments, uprights, flat, flush, or lawn level markers, or any other permitted decoration, with the exception of any damage caused by cemetery upkeep which shall be documented by cemetery staff and repaired by the City. Other repairs required due to damages to improvements shall be the responsibility of the person named on the licensed deed.

Sec 26-34. Refund of Purchase Price When Remains Are Removed.

When remains interred in the cemetery under the single-grave privilege are removed from such grave privilege, and the purchase thereof tenders the ground back to the City, the City shall refund the original purchase price thereof, to such purchaser, or the purchaser's lawful representative.

Sec 26-35. Purchase, Sale or Transfer of Cemetery Lots.

- a) Upon the purchase of a lot in the cemetery, a deed will be issued to the purchaser of the lot and filed with the City Clerk's office.
- b) The City Clerk shall be empowered to prepare and execute on behalf of the City all deeds conveying interest for sepulcher in cemetery lots in all cemeteries owned and operated by the City. Deeds prepared by the City Clerk shall be effective upon the City Clerk signing said deeds on behalf of the City and without review or approval by the Office of the City Manager and the City Commission. Such deeds shall convey license to use and access for sepulcher only and shall not be interpreted to convey a fee interest in the land.
- c) No person shall purchase, have, hold, or own any license for use or access to a lot or part of a lot in the cemetery for the purpose of resale, speculation, or sale of single grave places, or sell or transfer any lot or part of a lot in the cemetery to another person.
- d) No owner of a license for use or access to a lot in the cemetery or any part thereof shall sell or convey a grave space for any sum.
- e) No person shall bury or suffer or permit any person to be buried on any lot or part of a lot in the cemetery owned or held by such person, for a valuable consideration.
- f) Transfer of a license for use or access to any lot or part of a lot in the cemetery to an heir or other designee must be requested and approved by the Parks and Recreation Department prior to the transfer of lot or part of a lot. All transfers must be recorded with the Parks and Recreation Department. License for use or access to any lot or part of a lot in the cemetery that is not able to be transferred to an heir or other designee may be tendered back to the city for a refund of the original purchase price of the lot.
- g) In the instance where a previously sold grave lot in the cemetery is unused and no record of living heirs exists, Parks staff may file an action in the local Circuit Court requesting that the burial rights in the unused portion of the lot(s) in question be deemed abandoned and that the cemetery be authorized to sell the rights upon entry of the court's judgment.

The defendants in the action shall be the unknown heirs of the original owner of the burial rights in the lots in question.

- h) Judgment declaring burial rights be abandoned shall not occur if an owner or heir of the cemetery lot in question has filed a written statement with the cemetery directing that certain grave spaces not be used.
(KRS 381.715)

Sec. 26-36. Penalties.

Whoever violates any provision of this article for which another penalty is not already otherwise provided shall be guilty of a misdemeanor and shall, upon conviction, be subject to a fine of not more than \$55.00, or imprisonment for not more than thirty (30) days, or both, for each offense.

Sections 26-37 – 26-99 Reserved.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by the City Clerk, _____

Published by *The Paducah Sun*, _____

Ord/Cemeteries Update 2025

Ordinance Prepared by Amie Clark