



**CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 8, 2026
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

PROCLAMATION City Government Month

PUBLIC COMMENTS

MAYOR'S REMARKS

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for August 25, 2026
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Position and Pay Schedule Change for FY27 - S. WILCOX
	E.	Job Grade Schedule Change for FY27 - S. WILCOX
	F.	Paducah Fire Department Training Facility Water Main Agreement - S. KYLE
	G.	Approve a Kentucky Urban Search and Rescue Agreement- S. KYLE
	H.	Approve Contract For Services in the amount of \$100,000 between the City of Paducah and Paducah Junior College, Inc. (PJC, Inc.) for the community scholarship fund - D. JORDAN
	I.	Authorize the Mayor to execute a renewal contract with Tyler Technologies - E. STUBER
	J.	Adopt and Approve a Memorandum of Agreement between the City of Paducah and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways in the amount of \$100,000 for the South 21st Street Rehabilitation Program - G. GUEBERT

		K.	Approve a Lease Agreement with Seaman's Church Institute - M. SMOLEN
		L.	Authorize a Lease Agreement with Paducah Film Society - M. SMOLEN
		M.	Authorize a Lease Agreement with River Heritage Museum - M. SMOLEN
		N.	Employment Agreement with Carol Gault to be the Director of Community Development for the City - D. JORDAN
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize an Agreement with Northwest Tennessee Disposal Corporation for Solid Waste Services - C. YARBER
		B.	Authorize a Development Agreement with Salem Avenue, LLC for the sale of surplus property at Salem Avenue and Hampton Avenue - C. GAULT
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve a Memorandum of Understanding Between the City of Paducah, Kentucky, and Chapman Property Development, LLC - G. GUEBERT
		B.	Ad Valorem Property Tax Levies - FY2027 - A. KYLE
		C.	Amend Multiple Chapters of the Paducah Code of Ordinances to Create the Department of Community Development - C. GAULT
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	V.	<u>EXECUTIVE SESSION</u>	

August 25, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 25, 2026, at 5:00 p.m. CDT, (6:00 p.m. EDT), in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PUBLIC COMMENTS

- Marshall Davis made comments concerning the Business License Tax.

MAYOR'S REMARKS

Communications Manager Pam Spencer provided the following summary:

Remarks from Mayor George Bray – Creation of Department of Community Development

Mayor George Bray announced an upcoming departmental reorganization that will create a new, comprehensive department focused on development-related functions. The reorganization is intended to improve coordination and communication by bringing most development-related services under one department. Mayor Bray said that with the recent increase in local development and expected future growth, this is a great time to work to streamline services.

The new Department of Community Development will combine the current Planning Department with code enforcement and building and electrical inspection services, which are currently provided through the Fire Prevention Division. The Development Liaison position which is currently a member of the Customer Experience Department also will be moved to this new department. The City's fire marshal office, also called Fire Prevention, will remain a division of the Paducah Fire Department. Mayor Bray added that continued departmental collaboration especially between the Fire Department and the new Department of Community Development is a key factor in providing successful services.

No employees will be added or eliminated as part of the reorganization. Current Planning Director Carol Gault will serve as the director of this new department.

The change will bring most development-related services together in one department, which will eventually be located on the first floor of City Hall, making it easier for residents and businesses to access these services.

The new department will be rolled out over the next few weeks. The transition will require updates to the City's Code of Ordinances and website, reconfiguration of office space, and the development of new department branding.

August 25, 2026

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Item I(D) was removed for separate discussion. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for August 11, 2026, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Contract File:</u> 1. Contract with Cherry Bekaert LLP – audit services for FY ending 2026 – MO #3228 2. Contract Amendment Tyler Technologies – ACFR Statement Builder – MO #3236 3. Sole Source Purchase from Hannan Supply – Light Fixtures – Marine Way Improvement Project – Letter from City Manager – MO #3248 4. Lease Agreement with W. C. Young Community Center – MO #3286 5. Memorandum of Agreement – Women Aware, Inc. – MO #3287 6. Memorandum of Agreement – Mountain Comprehensive Care Center, Inc. – MO #3288 7. Contract For Services – Paxton Park – MO #3289 8. Franchise Agreement – Windstream KDL (Uniti) – ORD 2026-07-8887
I(C)	Personnel Actions
I(D)	~~A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SANITARY-SEWER EASEMENT BETWEEN THE CITY OF PADUCAH AND THE PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY FOR APPROXIMATELY 1.09 ACRES-OF CITY-OWNED PROPERTY LOCATED IN NOBLE PARK~~ REMOVED FOR SEPARATE DISCUSSION
I(E)	A MUNICIPAL ORDER APPROVING A CONTRACT WITH BUILDING CONSERVATION ASSOCIATES IN THE AMOUNT OF \$75,750 TO PREPARE AN HISTORIC STRUCTURE REPORT FOR THE HOTEL METROPOLITAN, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3293; BK 15)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM IN THE AMOUNT OF \$215,000 FOR PUBLIC TRANSPORTATION SERVICES (MO #3294; BK 15)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF MICROSOFT LICENSING FROM INSIGHT PUBLIC SECTOR IN THE AMOUNT NOT TO EXCEED \$108,000 THROUGH THE KENTUCKY NASPO COOPERATIVE PURCHASING CONTRACT, AND AUTHORIZING THE FINANCE DIRECTOR TO EXPEND FUNDS FOR SAID PURCHASE (MO #3295; BK 15)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2027 KENTUCKY LITTER ABATEMENT GRANT APPLICATION THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE PUBLIC WORKS DEPARTMENT’S STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS (MO #3296; BK 15)
I(I)	A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH FOUR (4) PATROL SUVS IN THE AMOUNT OF \$57,166 EACH AND ONE DETECTIVE SUV IN THE AMOUNT OF \$52,745, FOR A TOTAL AMOUNT OF \$281,409, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND

August 25, 2026

	AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #3297; BK 15)

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

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

MUNICIPAL ORDERS

APPROVE A 1.09 ACRE PERMANENT EASEMENT FOR THE JOINT SEWER AGENCY FOR A PROJECT LOCATED AT THE COMBINED SEWER OUTFALL IN NOBLE PARK

Commissioner Smith offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT BETWEEN THE CITY OF PADUCAH AND THE PADUCAH McCRACKEN COUNTY JOINT SEWER AGENCY FOR APPROXIMATELY 1.09 ACRES OF CITY-OWNED PROPERTY LOCATED IN NOBLE PARK."

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). (MO #3292; BK 15)

APPROVE FY2027 CONTRACT FOR SERVICES WITH GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC) IN THE AMOUNT OF \$250,000

Commissioner Smith offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000 FOR SPECIFIC SERVICES."

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). (MO #3298; BK 15)

APPROVE FY2027 CONTRACT FOR SERVICES WITH BARKLEY REGIONAL AIRPORT AUTHORITY IN THE AMOUNT OF \$120,000

Commissioner Thomas offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF \$120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES."

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). (MO #3299; BK 15)

August 25, 2026

APPROVE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS IN THE AMOUNT OF \$141,324.20 – COLEMAN ROAD SIDEWALK DESIGN PROJECT

Commissioner Wilson offered motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, IN THE AMOUNT OF \$151,324.20 FOR THE COLEMAN ROAD SIDEWALK DESIGN PROJECT.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). (MO #3300; BK 15)

AUTHORIZE THE APPLICATION AND ACCEPTANCE OF A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HEALTHY HOMES PRODUCTION GRANT IN THE AMOUNT OF \$1,500,000

Commissioner Henderson offered motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HEALTHY HOMES GRANT IN THE AMOUNT OF \$1,500,000, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). (MO #3301; BK 15)

ORDINANCE ADOPTIONS

AUTHORIZE CONTRACT FOR SERVICES WITH LIFELINE RECOVERY CENTER IN AN AMOUNT NOT TO EXCEED \$200,000

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR SERVICES WITH LIFELINE RECOVERY CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$200,000.00 FOR THE PURCHASE OF FOUR PASSENGER VANS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AMENDING THE FISCAL YEAR 2027 BUDGET TO PROVIDE FOR THE EXPENDITURE.” This Ordinance is summarized as follows: The Ordinance authorizes a Contract for Services with Lifeline Recovery Center, Inc., providing a one-time payment of up to \$200,000 for the purchase of four passenger vans to support authorized recovery-related transportation. Funding will be provided from the Opioid Settlement Fund. The Ordinance also amends the Fiscal Year 2027 budget to increase expenditures in the Opioid Settlement Fund by

August 25, 2026

\$200,000.

Adopted on call of the roll Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD NO. 2026-08-8890; BK 37)**

**CLOSURE OF ALLEY BETWEEN S. 9TH STREET AND WALTER JETTON BLVD
AND PARALLEL TO 916 KENTUCKY AVENUE**

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF AN 8,129 SQUARE FOOT ALLEY PARALLEL TO KENTUCKY AVENUE AND WASHINGTON STREET BETWEEN SOUTH 9TH STREET AND WALTER JETTON BOULEVARD; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of an 8,129 square foot alley parallel to Kentucky Avenue and Washington Street between South 9th Street and Walter Jetton Boulevard, authorizes, empowers, and directs the Mayor to execute quitclaim deeds from the City of Paducah to the property owners in or abutting the public way to be closed and all other necessary documents to effectuate the closure.

Adopted on call of the roll Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD NO. 2026-08-8891; BK 37)**

FY2026 BUDGET AMENDMENT

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2025-06-8847 ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as adopted by Ordinance No. 2025-06-8847, be amended by the following re-appropriations:

- Increase revenue and expenditures for the General Fund by \$20,000 and \$118,100, respectively
- Increase expenditures for the Investment Fund by \$49,573
- Increase revenue and expenditures for the Room Tax Fund by \$158,871
- Increase revenue and expenditures for the Capital Projects Fund by \$820,449
- Increase revenue and expenditures for the Grant Fund by \$2,913
- Increase expenditures for the Debt Service Fund by \$7,127
- Increase revenue for the Fleet Lease Trust Fund by \$98,100
- Increase revenue and expenditures for the Health Insurance Fund by \$421,154

Adopted on call of the roll Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD NO. 2026-08-8892; BK 37)**

August 25, 2026

AMEND CHAPTER 78 PERSONNEL ORDINANCE TO REMOVE RETIREE LIFE INSURANCE BENEFIT

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 78 “PERSONNEL” SEC. 40, “GROUP LIFE AND MEDICAL INSURANCE”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.’ This Ordinance is summarized as follows: This Ordinance amends Section 78-40 of the Code of Ordinances of the City of Paducah to reflect that retiree life insurance will no longer be offered effective September 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan.

Adopted on call of the roll Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD NO. 2026-08-8893; BK 37)**

CITY MANAGER COMMENTS

City Manager Jordan mentioned upcoming City celebrations:

- Dedication of the new playground at Kolb Park will be on September 4 at 2:00 p.m.
- Grand opening of the Riverfront Park area will be September 18 at 4:00 p.m.
- There have been renovations at the Albert Jones Park and a future ribbon cutting is being planned.
- The Paducah Sports Park ribbon cutting will be September 10.

CITY COMMISSIONERS’ COMMENTS

- Commissioner Henderson commended the City Manager and the Chief of Police for their quick response to the inquiries made regarding policing during the August 8th activities.

ADJOURN

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

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

MEETING ADJOURNED: 6:17 p.m.

ADOPTED: September 8, 2026.

August 25, 2026

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

September 8, 2026

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Teddy Bear Estates to City of Paducah - 729 South 13th Street – MO #3204
2. Quitclaim Deed – City of Paducah to Teddy Bear Estates – 715 Jones Street – MO #3205
3. Quitclaim Deed – City of Paducah to Teddy Bear Estates – 718 Jones Street – MO #3262

Contract File:

1. Contract For Services – Delve Health Consulting for Organizational Health and Culture Management – Fire Department – MO #3235
2. Contract with PFGW Architects – City Hall Stabilization Project – MO #3264
3. Renewal Application For Local Expanded Jurisdiction – HVAC Plan– MO #3280
4. Renewal Application For Local Expanded Jurisdiction – Additional Responsibilities – MO #3280
5. Contract For Services – Building Conservation Associates – Historic Structure Report – Hotel Metropolitan – MO #3293
6. Contract For Services – Paducah Transit Authority FY2027 – MO #3294
7. Contract with Linwood Motors – Purchase of Five Police Pursuit Rated SUVs – MO #3297
8. Contract For Services – GPEDC, Inc. FY2027 – MO #3298
9. Contract For Services – Barkley Regional Airport Authority FY2027 – MO #3299
10. Franchise Agreement – Windstream KDL – Ord 2026-07-8887
11. Contract For Services – Lifeline Recovery Center – Ord 2026-08-8890

Bids and Proposals File:

1. Purchase of Five Police Pursuit Rated SUVs
 - a. Linwood Motors – MO #3297 (sole bid)

CITY OF PADUCAH
September 8, 2026

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

Sept 3, 2026

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
September 8, 2026**

NEW HIRES - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Griffith, Carlie Jo	Telecommunicator	\$21.01/hr	NCS	Non-Ex	September 3, 2026
<u>ENGINEERING</u>					
Mullins, Taylor G.	Assistant City Engineer	\$50.49/hr	NCS	Ex	September 17, 2026

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>
Cress, John	Park Ranger \$14.00/hr	Park Ranger \$15.50/hr	NCS	Non-Ex	September 17, 2026
Crouch, Mary	Park Ranger \$14.00/hr	Park Ranger \$15.50/hr	NCS	Non-Ex	September 17, 2026
Hick, Jr., Howard	Park Ranger \$14.00/hr	Park Ranger \$15.00/hr	NCS	Non-Ex	September 17, 2026
Lamphere, James	Park Ranger \$14.00/hr	Park Ranger \$15.50/hr	NCS	Non-Ex	September 17, 2026
Murt, River	Park Ranger \$14.00/hr	Park Ranger \$14.50/hr	NCS	Non-Ex	September 17, 2026
Ragan, Andrew	Park Ranger \$14.00/hr	Park Ranger \$14.50/hr	NCS	Non-Ex	September 17, 2026
Stewart, Clara	Park Ranger \$14.00/hr	Park Ranger \$14.50/hr	NCS	Non-Ex	September 17, 2026
Thomason, Jason	Park Ranger \$14.00/hr	Park Ranger \$15.50/hr	NCS	Non-Ex	September 17, 2026

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

<u>E911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Buckingham, Rebecca McCall	Telecommunicator \$30.60/hr	E911 Telecommunicator II \$30.60/hr	NCS	Non-Ex	September 17, 2026
Fowler, Hillary	Telecommunicator \$26.55/hr	E911 Telecommunicator II \$27.51/hr	NCS	Non-Ex	September 17, 2026
Goins, Stephanie	Telecommunicator \$33.49/hr	E911 Telecommunicator III \$33.49/hr	NCS	Non-Ex	September 17, 2026
Lauderdale, Kimberly	Telecommunicator \$23.09/hr	E911 Telecommunicator II \$24.75/hr	NCS	Non-Ex	September 17, 2026
Meeks, Nicholas	Telecommunicator \$21.97/hr	E911 Telecommunicator II \$23.53/hr	NCS	Non-Ex	September 17, 2026
Spears, Amber	Telecommunicator \$32.96/hr	E911 Telecommunicator III \$33.49/hr	NCS	Non-Ex	September 17, 2026
Wadley, Alec N.	Telecommunicator \$21.01/hr	E911 Telecommunicator I \$21.54/hr	NCS	Non-Ex	September 17, 2026
Griffith, Carlie Jo	Telecommunicator \$21.01/hr	E911 Telecommunicator I \$21.01/hr	NCS	Non-Ex	September 17, 2026

COMMUNITY DEVELOPMENT

Gault, Carol	Director of Planning \$58.00/hr	Director of Community Development \$68.51/hr	NCS	Ex	September 17, 2026
Fugate, Leslie	Chief Building Inspector \$47.82/hr	Interim Assistant Director of Development Services \$54.04/hr	NCS	Ex	September 17, 2026
Cowles, Laura	Development Liaison - CX \$29.53/hr	Development Liaison - DCD \$29.53/hr	NCS	Ex	September 17, 2026
Herrin, Scott	Deputy Building Inspector - Fire \$31.39/hr	Deputy Building Inspector - DCD \$31.39/hr	NCS	Non-Ex	September 17, 2026
Hugen, Vaughn	Chief Electrical Inspector - Fire \$41.69/hr	Chief Electrical Inspector - DCD \$41.69/hr	NCS	Non-Ex	September 17, 2026
Jones, David A.	Code Enforcement Officer - Fire \$30.32/hr	Code Enforcement Officer - DCD \$30.32/hr	NCS	Non-Ex	September 17, 2026
Smith, Nickolas	Code Enforcement Officer - Fire	Code Enforcement Officer - DCD	NCS	Non-Ex	September 17, 2026

Ball, Shawn	\$24.69/hr Code Enforcement Officer - Fire	\$24.69/hr Code Enforcement Officer - DCD	NCS	Non-Ex	September 17, 2026
Concentine, Jeffrey	\$24.69/hr Code Enforcement Officer - Fire	\$24.69/hr Code Enforcement Officer - DCD	NCS	Non-Ex	September 17, 2026
McGee, Debra E.	\$24.69/hr Permit Specialist - Fire	\$24.69/hr Permit Specialist - DCD	NCS	Non-Ex	September 17, 2026
Prescott, Jeffrey L.	\$24.44/hr Deputy Electrical Inspector - Fire	\$24.44/hr Deputy Electrical Inspector - DCD	NCS	Non-Ex	September 17, 2026
	\$31.53/hr	\$31.53/hr			

CUSTOMER EXPERIENCE

Bryant-Quimby, Cathy	Sr. Customer Experience Representative \$28.46/hr	Customer Engagement Coordinator \$31.31/hr	NCS	Ex	September 17, 2026

FINANCE

Davenport, Kamra	Accountant \$33.80/hr	Accountant \$34.81/hr	NCS	Ex	September 3, 2026

FIRE - SUPPRESSION

Owen, Christopher	Battalion Chief \$46.50/hr	Battalion Chief \$48.83/hr	NCS	Ex	July 9, 2026
Potter, John	Assistant Chief \$39.30/hr	Assistant Chief \$41.07/hr	NCS	Ex	July 9, 2026

HUMAN RESOURCES

Murphy, McKenzie	Senior HR Generalist \$33.82/hr	Senior HR Generalist \$34.84/hr	NCS	Ex	August 6, 2026

PARKS & RECREATION

Daulton, Destiny	Sr. Administrative Assistant \$24.65/hr	Sr. Administrative Assistant \$25.27/hr	NCS	Non-Ex	September 17, 2026
Gray, Robin	Parks Maintenance Supervisor \$29.68/hr	Parks Maintenance Supervisor \$30.42/hr	NCS	Ex	June 11, 2026
Gray, Robin	Parks Maintenance Supervisor \$30.42/hr	Parks Maintenance Supervisor \$31.24/hr	NCS	Ex	June 25, 2026
White, Khalil R.	Parks ROW Maintenance \$26.74/hr	Parks Maintenance Laborer \$24.89/hr	NCS	Non-Ex	September 3, 2026

POLICE

Thompson, Steven	Captain \$51.89/hr	Captain \$53.45/hr	NCS	Ex	August 20, 2026
Watson, Travis	Captain \$51.89/hr	Captain \$53.45/hr	NCS	Ex	August 20, 2026
Hopp, Matthew	Captain \$48.48/hr	Captain \$49.93/hr	NCS	Ex	August 20, 2026

PUBLIC WORKS

Riley, David	Street Superintendent \$40.30/hr	Street Superintendent \$41.31/hr	NCS	Ex	July 23, 2026
Evans, Leslie	Landscape Supervisor \$36.97/hr	Landscape Supervisor \$38.45/hr	NCS	Ex	July 9, 2026
Kelley, Jonathan	Maintenance Supervisor \$33.45/hr	Maintenance Supervisor \$34.79/hr	NCS	Ex	July 9, 2026
Benard, James	Solid Waste Supervisor \$32.43/hr	Solid Waste Supervisor \$33.73/hr	NCS	Ex	July 9, 2026
Richardson, Casey	Compost Operations Supervisor \$31.91/hr	Compost Operations Supervisor \$33.19/hr	NCS	Ex	July 9, 2026

TECHNOLOGY

Niemeier, Michael	Security Specialist \$28.93/hr	Cybersecurity Specialist \$28.93/hr	NCS	Ex	September 17, 2026

TERMINATIONS - PART-TIME (PT)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Jones, Jr., Lloyd	Park Ranger	Resignation	August 20, 2026
Wren, Gavin	Park Ranger	Resignation	September 22, 2026

TERMINATIONS - FULL-TIME (FT)

<u>E911</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Bugg, Gregory Patrick	Telecommunicator / TAC	Resignation	September 3, 2026

POLICE

Ramsey, Addison N.

Records Clerk

Termination

August 7, 2026

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Position and Pay Schedule Change for FY27 - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The Position & Pay Schedule is being updated to reflect position changes resulting from the reorganization of the Planning and Fire Prevention Departments, as well as additional position changes intended to support employee recruitment and retention.

As part of the reorganization, the Director of Community Development and Assistant Director of Development Services are being established as new titles for existing positions. The Customer Experience Department is also adding a Community Engagement Coordinator position.

Within E911, three tiered Telecommunicator positions are being established to provide a structured career progression. In addition, the Terminal Agency Coordinator position is being moved up two grades, the Shift Supervisor position is being moved up one grade, and the Assistant 911 Communications Manager position is being moved up one grade. All other pay changes since the last update are reflected in the schedule as well as any vacancies.

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 the recommended Position & Pay Schedule with changes.

Attachments:

1. MO Position and Pay Schedule Amend FY2027
2. Position and Pay Schedule -Sept 8 2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE FY2027 POSITION AND PAY
SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF
PADUCAH, KENTUCKY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby amends the Position and Pay
Schedule for the employees of the City of Paducah as attached hereto.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
mo/Position and Pay Schedule Amend FY2027

Section A.										
ADMINISTRATION		AUTHORIZED POSITIONS				FY 27	FY 27			
	BUDGET	FILLED		FROZEN	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS	TOTAL	NON-CS	RCSS/CS			RATE	RATE	WORK	NON-EXEMPT	GRADE
City Manager	1	1				102.05	102.05	40	E	18
Assistant City Manager	1	1				<u>75.29</u>	73.10	40	E	17
Assistant to the City Manager								40	E	
Assistant to the Mayor and Commissioners	1	1				27.83	27.83	40	E	10
Projects and Grants Coordinator	1	1				39.01	39.01	40	E	12
Grants Administrator						0.00	0.00	40	E	10
Senior Administrative Assistant	1	1				32.66	32.66	40	NE	9
Communications Manager	1	1				<u>55.17</u>	53.56	40	E	13
Total Budgeted/Filled for Department		6	6	0	0					

Section B.

CITY CLERK / CUSTOMER EXPERIENCE DEPT.		AUTHORIZED POSITIONS				FY 27	FY 27			
	BUDGET	FILLED		FROZEN	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS	TOTAL	NON-CS	RCSS/CS			RATE	RATE	WORK	NON-EXEMPT	GRADE
City Clerk / Customer Experience Director	1	1				61.11	59.33	40	E	15
Assistant City Clerk	1	1				37.63	37.63	40	NE	10
<u>Community Engagement Coordinator</u>	1	1				31.31	28.46	40	NE	10
Senior Customer Experience Representative	4	4				28.46	28.46	40	E	9
Development Liaison	4	4				29.53	29.53	40	E	10
Customer Experience Representatives	1	1			4	23.12	0.00	40	NE	7
Total Budgeted/Filled for Department		45	45	0	0	0				

Section C.											
FINANCE DEPARTMENT		AUTHORIZED POSITIONS				FY 27	FY 27				
		BUDGET	FILLED		FROZEN	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS		TOTAL	NON-CS	RCSS/CS			RATE	RATE	WORK	NON-EXEMPT	GRADE
Administration Division											
Director of Finance		1	1				79.08	77.15	40	E	17
Senior Administrative Assistant		1	1				29.33	29.33	40	NE	9
Accounting/Payroll Division											
Controller		1	1				53.08	53.08	40	E	15
Senior Accountant		1	1				42.50	42.50	40	E	12
Accountant		2	1				33.80	33.80	40	E	10
			1				33.18	32.22	40	E	10
Revenue Division											
Revenue Manager		1	1				46.82	46.82	40	E	14
Account Clerk									40	NE	
									40	NE	
Revenue Tech II		1	1				27.03	27.03	40	NE	9
Revenue Tech.		2	1				24.73	24.73	40	NE	8
			1				23.86	23.86	40	NE	8
Revenue Auditor		2	1				38.04	38.04	40	E	11
			1				38.17	37.06			
Total Budgeted/Filled for Department		12	12	0	0	0					

Section D.										
TECHNOLOGY DEPARTMENT			AUTHORIZED POSITIONS			FY 27	FY 27			
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	FROZEN	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
						RATE	RATE			
Chief Technology Director	1	1				<u>66.52</u>	64.58	40	E	16
Software Manager	1	1				49.77	49.77	40	E	13
Software Specialist	1	1				36.66	36.66	40	E	11
Systems Administrator	1	1				37.66	37.66	40	E	12

Systems Technician	1	1				34.93	34.93	40	E	10
<u>Cybersecurity Specialist</u>	1	<u>1</u>			4	<u>29.83</u>	0.00	40	E	11
Senior Help Desk Technician	1	1				25.97	25.97	40	NE	9
GIS Specialist	1	1				29.65	29.65	40	E	11
Total Budgeted/Filled for Department	8	8	0	0	0					

Section E.

PLANNING DEPARTMENT OF COMMUNITY DEVELOPMENT		AUTHORIZED POSITIONS				FY 27	FY 27			
		BUDGET	FILLED	FROZEN	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS		TOTAL	NON-CS	RCSS/CS		RATE	RATE	WORK	NONEXEMPT	GRADE
Director of <u>Community Development</u> Planning		1	1			<u>68.51</u>	58.00	40	E	16
<u>Planning Division</u>										
Assistant Director of Planning		1	<u>1</u>		4	<u>48.00</u>	40.00	40	E	14
Planner III		1	4		<u>1</u>	<u>40.00</u>	<u>40.00</u>	40	E	12
Senior Administrative Assistant		1	<u>1</u>		4	<u>24.65</u>	0.00	40	NE	9
Administrative Assistant								40	NE	7
Planner II		2	1			38.37	38.37	40	E	11
			1			32.21	32.21			
Planner I		1	1			<u>26.48</u>	25.83	40	E	10
Planning Technician		1	1			<u>31.99</u>	30.15	40	E	10
<u>Development Services Division</u>										
<u>Assistant Director of Development Services</u>		<u>1</u>			<u>1</u>	0.00	0.00	<u>40</u>	<u>E</u>	<u>14</u>
<u>Senior Administrative Assistant</u>		1	4		<u>1</u>	<u>32.84</u>	<u>32.84</u>		NE	9
<u>Development Liaison</u>		1	1			29.53	29.53	40	E	10
<u>Code Enforcement Officer</u>		4	1		4	30.32	30.32	40	NE	8
			2			24.69	24.69			
			<u>1</u>			<u>24.29</u>	0.00			
<u>Permit Technician</u>		1	1			24.44	24.44	40	NE	7
<u>Permit Specialist</u>								40	NE	
<u>Chief Building Inspector</u>		1	1			<u>54.04</u>	47.82	40	NE	12
<u>Deputy Building Inspector</u>		1	1			31.39	31.39	40	NE	10
<u>Chief Electrical Inspector</u>		1	1			41.69	41.69	40	NE	12
<u>Deputy Electrical Inspector</u>		1	1			31.53	31.53	40	NE	10
Total Budgeted/Filled for Department		18 8	16 6	0	0					

Section F.

POLICE DEPARTMENT		AUTHORIZED POSITIONS				FY 27	FY 27			
		BUDGET	FILLED	FROZEN	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS		TOTAL	NON-CS	RCSS/CS		RATE	RATE	WORK	NON-EXEMPT	GRADE
Police Chief		1	1			<u>83.52</u>	80.30	40	E	17
Police Assistant Chief		2	1			<u>58.51</u>	56.81	40	E	15
			1			<u>58.51</u>	56.81			
Captains		6	1		1	<u>55.99</u>	54.89	40	E	14
			2			<u>51.89</u>	50.38			
			1			<u>49.94</u>	47.56			
			1			<u>48.48</u>	46.17			
Sergeants		9			2			40	NE	
5 years			1			39.42	39.42			
10 years			3			41.40	41.40			
15 years			3			43.46	43.46			
20 years						45.64	45.64			
25+ years						47.92	47.92			
Police Officer		63		1*	4			40	NE	
Police Officer - Recruit			13			31.32	31.32			
1 year			4			31.32	31.32			
3 years			12			32.96	32.96			

5 years		12		34.60	34.60			
10 years		10		36.33	36.33			
15 years		3		38.15	38.15			
20 years				40.06	40.06			
25 years				42.06	42.06			
Contract		2		<u>40.06</u>	33.74			
		1		32.76	32.76			
		1		28.85	28.85			
Senior Administrative Assistant	3	1		25.59	25.59	40	NE	9
		1		27.84	27.84			
		1		30.21	30.21			
Administrative Assistant						40	NE	7
Crime Analyst						40	E	10
Crime Analyst II	1	1		31.46	31.46	40	E	11
Records Division Manager	1	1		23.49	23.49	40	E	9
Senior Records Clerk	1	1		21.38	21.38	40	NE	8
Deflection Specialist	1	1		27.92	27.92	40	E	10
Records Manager	1	1		32.22	32.22	40	E	10
Senior Records Clerk	1	1		23.96	23.96			
Records Clerk	1	4		<u>20.63</u>	20.63	40	NE	7
Senior Evidence Technician	1	1		26.41	26.41	40	NE	8
Evidence Technician	1	1		<u>23.86</u>	23.27	40	NE	7

Total Budgeted/Filled for Department	91	82	0	1	8

*Position Frozen for FY27

POLICE DEPARTMENT CONT		AUTHORIZED POSITIONS				FY 27	FY 27			
POSITIONS	BUDGET TOTAL	FILLED		FROZEN	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS			RATE	RATE			
<u>911 Communications Services</u>										
911 Communications Services Manager	1	1				56.00	56.00	40	E	14
Assistant 911 Communications Services Manager	1				1	0.00	0.00	40	E	<u>13.42</u>
Terminal Agency Coordinator	1	4			<u>1</u>	29.43	29.43	36/48	NE	<u>10.8</u>
911 System Administrator	1	1				35.50	35.50	40	E	10
Shift Supervisor	4				2	0.00	0.00	36/48	NE	<u>11.40</u>
		1				37.04	37.04	36/48	NE	<u>11.40</u>
		1				<u>32.03</u>	31.25			
<u>E911</u> Telecommunicator <u>III</u>	14	1			<u>7</u>	33.49	33.49	36/48	NE	<u>10.8</u>
		1				32.96	32.96	36/48	NE	<u>10.8</u>
<u>E911</u> Telecommunicator <u>II</u>		1				30.60	30.60	36/48	NE	<u>9.8</u>
		1				<u>27.61</u>	26.55	36/48	NE	<u>9.8</u>
		1				<u>24.75</u>	23.09	36/48	NE	<u>9.8</u>
		4				<u>22.87</u>	<u>22.87</u>	36/48	NE	8
		1				<u>23.53</u>	21.97	36/48	NE	<u>9.8</u>
<u>E911</u> Telecommunicator <u>I</u>		1				21.01	21.01	36/48	NE	8
Senior Administrative Assistant	1	1				36.12	36.12	40	NE	9
Total Budgeted/Filled for Department		23	12	0	0	11				

Total Budgeted/Filled for Department	23	12	0	0	11

Section G.

FIRE DEPARTMENT		AUTHORIZED POSITIONS				FY 27	FY 27			
POSITIONS	BUDGET TOTAL	FILLED		<u>FROZEN</u>	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS			RATE	RATE			
Administrative Division										
Fire Chief	1	1				<u>88.16</u>	85.59	40	E	17
Deputy Fire Chief - Fire Prevention	1	1				68.26	68.26	40	E	15
Deputy Fire Chief - Operations	1	1				<u>67.19</u>	64.30	40	E	15
Training Division										
Battalion Chief/ Training Officer	1	1				<u>47.41</u>	45.15	40	E	12

Fire Prevention Division									
Battalion Chief/ Fire Marshal	1	1			47.42	47.42		E	12
Deputy Fire Marshal	1	1			37.67	37.67		NE	12
Senior Administrative Assistant	4	4			<u>32.84</u>	32.84		NE	9
Code Enforcement Officer	4	4		4	<u>30.32</u>	30.32	40	NE	8
		2			<u>24.69</u>	24.69			
Permit Technician-	4	4			<u>24.44</u>	24.44	40	NE	7
Permit Specialist							40	NE	
Chief Building Inspector	4	4			<u>47.82</u>	47.82	40	NE	12
Deputy Building Inspector	4	4			<u>31.39</u>	31.39	40	NE	10
Chief Electrical Inspector	4	4			<u>41.69</u>	41.69	40	NE	12
Deputy Electrical Inspector	4	4			<u>31.53</u>	31.53	40	NE	10
Suppression Division									
Fire Assistant Chief	3						40	E	14
		1			<u>44.64</u>	42.72			
		1			<u>39.87</u>	38.15			
		1			<u>36.97</u>	35.38			
Captains	15			0				NE	
<10 years		3			24.65	24.65			
10 years		6			25.52	25.52			
15 years		3			26.28	26.28			
20 years		2			27.08	27.08			
25 years		1			27.88	27.88			
Lieutenants	15			3				NE	
<10 years		8			22.41	22.41			
10 years		2			23.20	23.20			
15 years		2			23.89	23.89			
20 years					24.62	24.62			
25 years					25.36	25.36			
Firefighter	30			1				NE	
Firefighter (Appointee)		0			17.03	17.03			
6 months		2			18.55	18.55			
1 year		12			19.11	19.11			
3 years		1			19.68	19.68			
5 years		1			20.27	20.27			
10 years		1			20.79	20.79			
15 years					21.30	21.30			
Firefighter (Relief Driver)								NE	
COLA + \$0.39 + \$0.10									
2 years		0			19.75	19.75			
3 years		8			20.55	20.55			
5 years		3			21.16	21.16			
10 years		1			21.80	21.80			
15 years					22.46	22.46			

Total Budgeted/Filled for Department	69 79	65 75	0	0	4

* Position Frozen FY27

Note: Executive Assistant I moved to Prevention from Administration

Note: Firefighter Relief Driver is not a new position. \$0.10 is factored in the pay rate

Note: A person may hold the position of Code Enforcement Officer I for a period not to exceed one year without becoming a certified Property Maintenance Inspector.

Note: To be considered for the position of Code Enforcement Officer II must obtain Property Maintenance Inspector I, Level I Building Inspector and successful review.

Note:* A person may hold the position of Deputy Building Inspector Level I for a period not to exceed two years without becoming certified.

Note: A person may hold the position of Deputy Electrical Inspector Level I for a period not to exceed one year without becoming certified.

Note: Building Inspector levels are equivalent to steps. These levels are dictated by state certification, and successful performance review.

Note: Deputy Fire Marshal to have State certification within one year.

Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I, and II, and successful review.

Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.

Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Section H.		AUTHORIZED POSITIONS				FY 27	FY 27			
						HOURLY WAGE ADJ.	HOURLY WAGE ADJ.			
ENGINEERING	BUDGET	FILLED	FROZEN	VACANT				HOURS	EXEMPT	PAY

POSITIONS	TOTAL	NON-CS	RCSS/CS	RATE	RATE	WORK	NONEXEMPT	GRADE
City Engineer	1	1		72.50	72.50	40	E	17
Assistant City Engineer	1					40	E	14
Engineer Project Manager	1	1		45.76	45.76	40	E	13
Engineering Technician	1	1		35.32	35.32	40	E	11
Engineering Tec II	1	1		44.57	44.57			
Engineering Tech III	1	1		53.02	53.02	40	E	13
Senior Administrative Assistant	1	1		31.37	31.37	40	NE	9
Floodwall Division								
EPW Floodwall Superintendent	1	1		<u>48.64</u>	47.22	40	E	13
Floodwall Operator	4					40	NE	
80%				22.88	22.88		NE	
85%				24.31	24.31		NE	
90%				25.74	25.74		NE	
95%				27.17	27.17		NE	
100%		2	2	28.60	28.60		NE	
Total Budgeted/Filled for Department								
	12	9	2	0	1			

Section I.

AUTHORIZED POSITIONS

FY 27

HOURLY WAGE
ADJ.

FY 27

HOURLY WAGE
ADJ.

HOURS
WORK

EXEMPT
NONEXEMPT

PAY
GRADE

PUBLIC WORKS DEPT.	BUDGET	FILLED	FROZEN	VACANT					
POSITIONS	TOTAL	NON-CS	RCSS/CS		RATE	RATE	WORK	NONEXEMPT	GRADE
Public Works Director	1	1			69.87	69.87	40	E	16
Assistant Public Works Director	1	1			<u>59.94</u>	58.19	40	E	14
Senior Administrative Assistant	1	1			26.01	26.01	40	NE	9
Street Division									
Street Superintendent	1	1			<u>41.31</u>	39.13	40	E	13
Street Supervisor	1	1			<u>30.89</u>	29.70	40	E	11
Landscape Supervisor	1	1			<u>38.45</u>	36.24	40	E	11
Equipment Operator	3			1				NE	
80%					23.11	23.11			
85%					24.56	24.56			
90%					26.00	26.00			
95%					27.45	27.45			
100%		2			28.89	28.89			
Concrete Finisher	1			1*				NE	
80%					22.10	22.10			
85%					23.49	23.49			
90%					24.87	24.87			
95%					26.25	26.25			
100%					27.63	27.63			
Right-Of-Way Maintenance Person	18			2*				NE	
80%		2			21.39	21.39			
85%		1			22.73	22.73			
90%		1			24.07	24.07			
95%		1			25.40	25.40			
100%		7	1		26.74	26.74			
Laborer								NE	
80%					19.91	19.91			
85%					21.16	21.16			
90%					22.40	22.40			
95%					23.65	23.65			
100%					24.89	24.89			
Maintenance Division									
Maintenance Superintendent	1	1			<u>47.65</u>	46.26	40	E	13
Maintenance Supervisor	1	1			<u>34.79</u>	32.47	40	E	11
Project Coordinator	1			1	0.00	0.00	40	E	10
Janitor / Collector	4							NE	
80%					19.45	19.45			
85%					20.66	20.66			
90%					21.88	21.88			
95%					23.09	23.09			
100%		4			24.31	24.31			

Traffic Technician									
80%					22.27	22.27			
85%					23.66	23.66			
90%					25.06	25.06			
95%					26.45	26.45			
100%					27.84	27.84			
Master Electrician	1			1*	0.00	0.00		NE	10
Maintenance Technician	5			1				NE	
80%					22.27	22.27			
85%					23.66	23.66			
90%					25.06	25.06			
95%					26.45	26.45			
100%		4			27.84	27.84			
Fleet Maintenance Division									
Fleet Superintendent	1	1			45.53	44.20	40	E	13
Fleet Supervisor	1	1			40.77	39.20	40	E	11
Senior Administrative Assistant	1	1			29.01	29.01	40	NE	9
Fleet Mechanic I								NE	8
Fleet Mechanic II	5			4				NE	9
		1			29.07	27.17			
		1			27.39	24.85			
		1			26.78	26.00			
		1			25.83	24.60			
		1			25.54	23.73			
Solid Waste Division									
Solid Waste Superintendent	1	1			43.63	42.36	40	E	13
Solid Waste Supervisor	1	1			33.73	31.80	40	E	11
Compost Operations Supervisor	1	1			33.19	31.28	40	E	10
Senior Administrative Assistant	1	1			28.49	28.49	40	NE	9
Laborer	1			1				NE	
80%					19.91	19.91			
85%					21.16	21.16			
90%					22.40	22.40			
95%					23.65	23.65			
100%					24.89	24.89			
Truck Driver	17			2				NE	
80%					21.85	21.85			
85%					23.21	23.21			
90%		5			24.58	24.58			
95%					25.94	25.94			
100%		10			27.31	27.31			
Right-Of-Way Maintenance Person	0							NE	
80%					21.39	21.39			
85%					22.73	22.73			
90%					24.07	24.07			
95%					25.40	25.40			
100%					26.74	26.74			
Compost Equipment Operator	2			1				NE	
80%					23.11	23.11			
85%					24.56	24.56			
90%					26.00	26.00			
95%					27.45	27.45			
100%		1			28.89	28.89			

Total Budgeted/Filled for Department	73	58	1	4	12

* Position Frozen FY27

Section J.

PARKS & RECREATION DEPARTMENT		AUTHORIZED POSITIONS			FY 27	FY 27	HOURS	EXEMPT	PAY
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.			
	BUDGET	FILLED	FROZEN	VACANT			WORK	NON-EXEMPT	GRADE

POSITION	TOTAL	NON-CS	RCSS/CS		RATE	RATE			
Director of Parks & Recreation	1	1			<u>64.53</u>	60.24	40	E	16
Assistant Director of Parks	1	1			<u>47.85</u>	45.14	40	E	14
Assistant Director of Recreation	1	1			<u>49.59</u>	46.78			
Recreation Supervisor	2	1			<u>33.51</u>	32.22	40	E	11
		1			<u>33.14</u>	31.24	40	E	11
Senior Recreation Specialist					0.00	0.00	40	E	10
Recreation Specialist	4	1			<u>27.84</u>	26.25	40	NE	9
		1			<u>26.08</u>	24.36			
		1			<u>25.45</u>	24.00			
		1			<u>24.80</u>	23.62			
Senior Administrative Assistant	1	1			32.99	32.99		NE	9
Senior Administrative Assistant	1	1			24.65	24.65		NE	9
Maintenance Division									
Supervisor	3			1*				E	11
		1			<u>32.49</u>	30.48	40		
		1			<u>30.97</u>	29.78			
Laborer	10			2*	-3			NE	
80%		1			19.91	19.91			
85%					21.16	21.16			
90%		3			22.40	22.40			
95%		1			23.65	23.65			
100%		5			24.89	24.89			
Right-Of-Way Maintenance Person	3			1*	2			NE	
80%					21.39	21.39			
85%					22.73	22.73			
90%					24.07	24.07			
95%					25.40	25.40			
100%					26.74	26.74			
Maintenance Technician	1							NE	
80%					22.27	22.27			
85%					23.66	23.66			
90%					25.06	25.06			
95%					26.45	26.45			
100%		1			27.84	27.84			

Total Budgeted/Filled for Department	28	25	0	4	-1

* Position Frozen for FY27

Section K.

HUMAN RESOURCES & RISK POSITIONS	TOTAL	NON-CS	RCSS/CS		FY 27 RATE	FY 27 RATE	WORK	NON-EXEMPT	GRADE
Director of Human Resources	1	1			67.43	67.43	40	E	15
Risk Manager	1	1			45.11	45.11	40	E	13
Human Relations Coordinator	1	1			35.66	35.66	40	E	10
Senior HR Generalist	1	1			33.82	33.82	40	E	10
Administrative Assistant	1	1			22.56	22.56	40	NE	7

Total Budgeted/Filled for Department	5	5	0	0	0

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Job Grade Schedule Change for FY27 - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The Job Grade Schedule is being updated to reflect new positions resulting from the reorganization of the Planning and Fire Prevention Departments, as well as additional position changes intended to support employee recruitment and retention.

As part of the reorganization, the Director of Community Development and Assistant Director of Development Services are being established as new titles for existing positions. The Customer Experience Department is also adding a Community Engagement Coordinator position.

Within E911, three tiered Telecommunicator positions are being established to provide a structured career progression. In addition, the Terminal Agency Coordinator position is being moved up two grades, the Shift Supervisor position is being moved up one grade, and the Assistant 911 Communications Manager position is being moved up one grade.

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: Approved the updated Job Grade Schedule with recommended changes.

Attachments:

1. MO job grade Amended schedule FY2027
2. Job Grade Schedule 09 08 2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE JOB GRADE SCHEDULE FOR
THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY FOR FISCAL
YEAR 2027

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the Amended Job
Grade Schedule for Fiscal Year 2027 as attached hereto.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\job grade schedule Amended FY2027

City of Paducah, KY
Job Grade Schedule
Effective September 8, 2026

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
18				
	City Manager	137,744	179,068	220,391
17				
	Assistant City Manager	117,038	149,223	181,408
	City Engineer	117,038	149,223	181,408
	Director of Finance	117,038	149,223	181,408
	Fire Chief	117,038	149,223	181,408
	Police Chief	117,038	149,223	181,408
16				
	Chief Technology Director	99,607	126,998	154,390
	<u>Director of Community Development</u>	99,607	126,998	154,390
	Director of Parks & Recreation	99,607	126,998	154,390
	~~Director of Planning~~	99,607	126,998	154,390
	Director of Public Works	99,607	126,998	154,390
15				
	City Clerk/Director of Customer Experience	92,359	117,758	143,157
	Controller	92,359	117,758	143,157
	Deputy Fire Chief - Operations	92,359	117,758	143,157
	Deputy Fire Chief - Prevention	92,359	117,758	143,157
	Director of Human Resources	92,359	117,758	143,157
	Police Assistant Chief	92,359	117,758	143,157
14				
	Assistant City Engineer	85,112	108,518	131,924
	<u>Assistant Director of Development Services</u>	85,112	108,518	131,924
	Assistant Director of Parks	85,112	108,518	131,924
	Assistant Director of Planning	85,112	108,518	131,924
	Assistant Director of Public Works	85,112	108,518	131,924
	Assistant Director of Recreation	85,112	108,518	131,924
	E 911 Communication Services Manager	85,112	108,518	131,924
	Fire Assistant Chief	85,112	108,518	131,924
	Police Captain	85,112	108,518	131,924
	Revenue Manager	85,112	108,518	131,924
13				
	<u>Assistant E-911 Communication Services Manager</u>	76,827	96,033	115,240
	Communications Manager	76,827	96,033	115,240
	Engineer Project Manager	76,827	96,033	115,240
	Engineer Technician III	76,827	96,033	115,240
	Fleet Superintendent	76,827	96,033	115,240
	Floodwall Superintendent	76,827	96,033	115,240
	Maintenance Superintendent	76,827	96,033	115,240
	Recreation Superintendent	76,827	96,033	115,240
	Risk/Safety Manager	76,827	96,033	115,240
	Software Manager	76,827	96,033	115,240
	Solid Waste Superintendent	76,827	96,033	115,240
	Streets Superintendent	76,827	96,033	115,240
12				
	~~Assistant E-911 Communication Services Manager~~	67,988	84,985	101,982
	Battalion Chief/Fire Training Officer	67,988	84,985	101,982
	Chief Building Inspector	67,988	84,985	101,982
	Chief Electrical Inspector	67,988	84,985	101,982
	Deputy Fire Marshal	67,988	84,985	101,982
	Engineering Technician II	67,988	84,985	101,982
	GIS and Application Support Manager	67,988	84,985	101,982
	Planner III	67,988	84,985	101,982
	Projects and Grants Coordinator	67,988	84,985	101,982
	Senior Accountant	67,988	84,985	101,982
11				
	Crime Analyst II	60,167	75,208	90,250
	<u>E911 Shift Supervisor</u>	60,167	75,208	90,250

Engineer Technician	60,167	75,208	90,250
GIS Specialist	60,167	75,208	90,250
Landscape Supervisor	60,167	75,208	90,250
Revenue Auditor	60,167	75,208	90,250
Planner II	60,167	75,208	90,250
Recreation Supervisor	60,167	75,208	90,250
Security Specialist	60,167	75,208	90,250
Software Specialist	60,167	75,208	90,250
Supervisor Fleet	60,167	75,208	90,250
Supervisor Maintenance	60,167	75,208	90,250
Supervisor Solid Waste	60,167	75,208	90,250
Supervisor Street	60,167	75,208	90,250
Systems Administrator	60,167	75,208	90,250
10			
Accountant	53,720	67,150	80,580
Assistant City Clerk	53,720	67,150	80,580
Assistant to the Mayor and Commissioners	53,720	67,150	80,580
Crime Analyst I	53,720	67,150	80,580
<u>Community Engagement Coordinator</u>	53,720	67,150	80,580
Deflection Specialist	53,720	67,150	80,580
Deputy Building Inspector	53,720	67,150	80,580
Deputy Electrical Inspector	53,720	67,150	80,580
Development Liaison	53,720	67,150	80,580
~~E-911 Shift Supervisor~~	53,720	67,150	80,580
E-911 System Administrator	53,720	67,150	80,580
<u>E-911 Telecommunicator III</u>	53,720	67,150	80,580
<u>E-911 Terminal Agency Coordinator</u>	53,720	67,150	80,580
Grants Administrator	53,720	67,150	80,580
Human Relations Coordinator	53,720	67,150	80,580
Planner I	53,720	67,150	80,580
Planning Technician	53,720	67,150	80,580
Project Coordinator	53,720	67,150	80,580
Records Division Manager	53,720	67,150	80,580
Senior Help Desk Technician	53,720	67,150	80,580
Senior Human Resources Generalist	53,720	67,150	80,580
Senior Recreation Specialist	53,720	67,150	80,580
Supervisor Compost	53,720	67,150	80,580
Systems Technician	53,720	67,150	80,580
9			
Codes Enforcement Officer II	48,943	59,956	70,968
<u>E-911 Telecommunicator II</u>	48,943	59,956	70,968
Fleet Mechanic II	48,943	59,956	70,968
Human Resources Generalist	48,943	59,956	70,968
Recreation Specialist	48,943	59,956	70,968
Revenue Technician II	48,943	59,956	70,968
Senior Administrative Assistant	48,943	59,956	70,968
Senior Customer Experience Representative	48,943	59,956	70,968
Senior Help Desk Technician	48,943	59,956	70,968
8			
Codes Enforcement Officer I	43,699	53,532	63,364
E-911 Telecommunicator I	43,699	53,532	63,364
~~E-911 Terminal Agency Coordinator~~	43,699	53,532	63,364
Fleet Mechanic I	43,699	53,532	63,364
Help Desk Technician	43,699	53,532	63,364
Revenue Technician	43,699	53,532	63,364
Senior Evidence Technician	43,699	53,532	63,364
Senior Records Clerk	43,699	53,532	63,364
7			
Administrative Assistant	39,369	48,227	57,085
Customer Experience Representative	39,369	48,227	57,085
Evidence Technician	39,369	48,227	57,085
Permit Technician	39,369	48,227	57,085
Records Clerk	39,369	48,227	57,085
2			
Parking & Traffic Control Assistant	24,507	29,408	34,309

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Paducah Fire Department Training Facility Water Main Agreement - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information: Paducah Water proposes replacing approximately 2,300 linear feet of aging 6-inch water main with a new 8-inch water main to provide adequate water service for the Fire Department Training Facility. Paducah Water will manage construction and contribute \$280,000 toward the project. The City will reimburse Paducah Water for construction costs exceeding that amount and will separately fund BFW's engineering and administrative services.

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: Fire Training Field

Account Number: 10001801-523070 FI0032

Staff Recommendation: Approve the Memorandum of Understanding and Reimbursement Agreement with Paducah Water and authorize the Mayor to execute all related documents.

Attachments:

1. MO – Paducah Water – Fire Department Training Facility Water Main
2. PW_City Fire Training Center Reimb Agreement_V0
3. MOU Paducah Fire Department Training Facility_070226
4. P260351-20260722-Proposal-Paducah Fire Training Facility Water Main Extension
5. P260351-Contract

MUNICIPAL ORDER NO. _____

APPROVING AGREEMENTS RELATED TO THE FIRE DEPARTMENT TRAINING FACILITY WATER MAIN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED THERETO

WHEREAS, the City of Paducah and Paducah Water desire to replace aging water infrastructure serving the Fire Department Training Facility with a new eight-inch water main; and

WHEREAS, Paducah Water will contribute the first \$280,000 of construction costs, with the City responsible for costs exceeding that amount; and

WHEREAS, the City desires to retain Bacon Farmer Workman Engineering & Testing, Inc. to provide engineering services for the project for \$24,500.

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

SECTION 1. The Board of Commissioners hereby approves the Memorandum of Understanding between the City of Paducah and Paducah Water concerning the Fire Department Training Facility Water Main Project, substantially in the form attached hereto as Exhibit “A,” and authorizes the Mayor to execute said Memorandum of Understanding on behalf of the City.

SECTION 2. The Board of Commissioners hereby approves the Reimbursement Agreement between the City of Paducah and Paducah Water, substantially in the form attached hereto as Exhibit “B,” pursuant to which Paducah Water shall contribute the first \$280,000.00 toward construction of the water main improvements and the City shall reimburse Paducah Water for construction costs exceeding \$280,000.00. The Mayor is hereby authorized to execute said Reimbursement Agreement on behalf of the City.

SECTION 3. The Board of Commissioners hereby approves a Professional Services Agreement with Bacon Farmer Workman Engineering & Testing, Inc. for engineering services associated with the Fire Department Training Facility Water Main Project in the lump-sum amount of \$24,500.00, substantially in the form attached hereto as Exhibit “C,” and authorizes the Mayor to execute said Agreement and all related documents on behalf of the City.

SECTION 4. Expenditures authorized herein shall be charged to the Fire Training Field Account, Account No. 10001801-523070, Project No. FI0032.

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

Mayor George Bray

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 8, 2026

Recorded by Lindsay Parish, City Clerk, September 8, 2026

\mo\MOU – Paducah Water – Fire Department Training Facility Water Main

**REIMBURSEMENT AGREEMENT
FIRE TRAINING CENTER PROJECT**

1400 Tennessee Street

THIS REIMBURSEMENT AGREEMENT is made and executed on this ____ day of _____, 2026, by and between **CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation of the Second Class, with a mailing address of P.O. Box 2267, Paducah, Kentucky 42002-2267, hereinafter referred to as "City," and **PADUCAH WATER**, with a mailing address of 1800 North 8th Street, Paducah, Kentucky 42001, hereinafter referred to as "PW;"

WITNESSETH:

WHEREAS, the City desires to construct a new Fire Training Center located at 1400 Tennessee Street, hereinafter referred to as "Training Center Project,"; and

WHEREAS, the Training Center Project requires a supply of water that exceeds the existing capacity available at the proposed location; and

WHEREAS, PW currently owns, operates, and maintains the water infrastructure that supplies the Training Center Project; and

WHEREAS, both the City and PW find it mutually beneficial to replace and improve PW's water mains in the vicinity of the Training Center Project that are over one hundred years old; and

WHEREAS, the City desires to increase the size of the water main serving the Training Center Project to increase available flow;

WHEREAS, improvements to the water infrastructure aligns with the City's Southside Revitalization Initiative; and

WHEREAS, the City and PW agree to enter into an agreement for the replacement and betterment arrangement to replace existing water infrastructure, hereinafter referred to as "Water Construction", generally consisting of the construction of a new 8-inch water main from Caldwell Street along South 12th Street to the Training Center Project that will replace existing 6-inch water mains along this corridor.

NOW, THEREFORE, in consideration of the foregoing, the legal adequacy and sufficiency of which is hereby acknowledged by both parties hereto, the parties do covenant and agree as follows:

1. Design and Procurement. The City's engineer, BFW, will design, permit and procure a construction contract for the Water Construction project. Contractually, PW will be considered the Owner and will enter directly into an Agreement with the selected Contractor.
2. Construction. PW will administer the construction contract and provide construction inspection services, testing and as-built documentation for the Water Construction project in its entirety. PW will coordinate with BFW for any construction-related involvement on an as-needed basis.
3. Allocation of Cost. PW will contribute the first \$280,000 toward the Water Construction project. The City will be responsible for all costs in excess of this amount as well as all costs associated with BFW's involvement. PW's involvement with construction inspection, testing and contract administration will be provided at no cost to the City.
4. Reimbursement PW will pay the Contractor based on invoices submitted to and approved by PW's Director of Field Operations. At the completion of construction, PW will submit an invoice to the City for reimbursement of construction costs in excess of \$280,000. The City agrees to reimburse PW within sixty (60) consecutive calendar days upon receiving an itemized invoice.
5. Memorandum of Understanding. All items contained in a Memorandum of Understanding dated July 2, 2026 that are not specifically addressed in this Agreement are incorporated herein by reference.
6. Release of All Claims. Upon final payment to PW for the Water Construction, the City shall have been deemed to release PW from any and all claims, demands, and causes of action regarding any costs and expenses incurred by the City.

7. Miscellaneous Provisions. This Agreement represents the entire understanding by and between the parties regarding the reimbursement of the costs and expenses incurred by PW and all prior statements, promises, and agreements are merged herein by reference. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

PADUCAH WATER

By: _____

Title: _____

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

Paducah Fire Department Training Facility

Memorandum of Understanding

July 2, 2026

Representatives from BFW, the City of Paducah Fire Department (City) and Paducah Water (PW) met on June 23, 2026 to discuss water supply for the proposed training facility located at 1400 Tennessee Street. Following this discussion, PW reviewed the information provided by BFW and met internally to evaluate the needs of the project as well as the mutual benefit to both the City and PW.

PW proposes the following items for the City's consideration to move the project forward:

1. PW is aggregable to the project scope as proposed by BFW. A new 8" PVC main will be installed along 12th and Tennessee Streets from Caldwell Street to the site and the existing 6" cast iron mains along this corridor will be abandoned in place in accordance with PW's standard specifications.
2. BFW will design and permit the water main project in coordination with PW and procure a construction contract. For this project, PW will be considered the Owner and will enter directly into an Agreement with a Contractor for this project.
3. PW will administer the construction contract and provide construction inspection as with any other water main project. PW will perform testing and as-built documentation of the project in its entirety. PW will coordinate with BFW for any construction-related involvement on an as-needed basis. PW's involvement with construction inspection, testing and contract administration will be provided at no cost to the City. Upon completion of the project, BFW will deliver a set of as-built drawings to PW.
4. All costs associated with BFW's involvement will be paid by the City.
5. PW will contribute \$280,000 toward the construction of this project. The City will be responsible for all costs in excess of this amount. This arrangement will be established through a Reimbursement Agreement that will be prepared by PW and reviewed and approved by both the City and PW governing bodies. PW will require this Reimbursement Agreement to be fully executed before PW will award a construction contract or enter into an Agreement with a Contractor for this project.
6. PW will pay the Contractor (utilizing PW capital funds) based on approved invoices submitted to PW. Once the project has been completed, PW will submit an invoice to the City for reimbursement of construction costs in excess of \$280,000 as stipulated in the Reimbursement Agreement.
7. A new 6" water meter, set at the gate to the facility, will delineate the point of metering and ownership once the project has been constructed. The City will own all infrastructure on the customer-side of the meter. PW will own the meter setting.
8. Due to the unique nature of this facility, PW will work with BFW to design and construct the 6" meter in-line as part of the water main project rather than constructing a traditional meter setting to help control costs. There will be no separate meter setting fee, as this will be incorporated into the cost of the project.

9. JSA is agreeable with the sewer service to the fire training center being billed at a JSA's flat monthly rate rather than based on metered consumption. With this approach, it will not be necessary to install a water meter for the purposes of billing sanitary sewer. PW is agreeable with the concept of the fire training center being served from the customer-side of the 6" meter.
10. Billing for water meter(s) will be consistent with current practice for the City.
11. The City will notify PW's Treatment Plant Superintendent of any planned training events where it is anticipated that more than 500 gpm will be utilized.

End



July 22, 2026

Mr. Stephen Kyle
Fire Chief
Paducah Fire Department
301 Washington Street
Paducah, KY 42003

RE: Proposal for *Paducah Fire Training Facility Water Main Extension*

Dear Chief Kyle:

Bacon Farmer Workman Engineering & Testing, Inc. is pleased to provide you with a proposal for civil engineering services as requested:

WATER MAIN EXTENSION

- Provide Water Main Extension Design Plans for permitting and construction by Paducah Water.
- Design Plans will include water main plan and profiles and details designed to Paducah Water standards and specifications.
- Work will include coordination with Paducah Water for permitting and construction contract procurement according to the ***Paducah Fire Department Training Facility Memorandum of Understanding (MOU)*** provided by Paducah Water.
- Work will include limited construction administration on an "as needed" basis (Paducah Water committed to construction administration in the ***MOU***, with BFW's construction-related involvement on an as-needed basis),
- Work will include as-built plans provided to Paducah Water.
- Work will include using Kentucky LiDAR data for topography and published Kentucky aerial mapping for drawing base, with limited surveying on an as needed basis.
- Work will include limited system modeling in KY Pipe to assure flows and pressures are achieved with the final design.

ASSUMPTIONS AND EXCLUSIONS

- Full Topographic and Boundary Survey is not included
- BFW will show existing utilities on the drawings according to published GIS information and surface features on site. Subsurface utilities that are not shown on published GIS mapping or marked by KY 811 will not be shown.
- Flow test data will be provided by Paducah Water for the water system modeling.
- Easement acquisition is not included. It is assumed that all water main will be approved in utility corridors on City right-of-way.

BFW proposes to perform the above defined scope of work for a cost of **\$24,500.00**. The design and engineering proposal is based on a lump-sum cost for the services listed in the scope. Reimbursable expenses such as permit fees will be billed directly to the owner or client. Additional work not listed in the scope above will be billed on a time and material basis.

BFW proposed to complete the work according to the following projected schedule:

Task #	Activity Description	Duration to Complete
1	Obtain necessary field information, online LiDAR data and preliminary design coordination with Paducah Water	1 week
2	Preparation of design drawings and contract documents for submittal to Paducah Water for permit approval	3 weeks
3	Paducah Water review and approval	3 weeks
4	Advertise for bid	2 weeks
5	Bid Opening and Contract Approval	2 weeks
6	Construction	12 weeks

The schedule is approximate based on normal timeframes to complete a project of this magnitude. Every effort will be made to meet or exceed the schedule expectations.

If you agree with these costs and project details, please return the executed contract for BFW's authorization to proceed. We look forward to working with you in the future and should you have any questions or need further information, please contact our office at (270) 443-1995.

Sincerely,
Bacon Farmer Workman Engineering & Testing, Inc.



Joseph E. Mateševac, P.E.,
V.P., Water Resources Division Lead

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Proposal-Paducah Fire Training Facility
Water Main Extension

BFW Project #:
P260351

Client Information

Client: Paducah Fire Department
Address: 301 Washington Street, Paducah, KY 42003
Contact: Mr. Stephen Kyle, Fire Chief
Telephone: 270-444-8521 Fax:
Billing Contact:
Email: steve@paducahky.gov Telephone:

Consultant Information

Consultant: Bacon Farmer Workman Engineering & Testing, Inc.
Address: 2301 McCracken Blvd., Paducah, KY 42001
Contact: Joseph E.
Mateševac, P.E.
Telephone: 270-443-1995 Fax:
Project Description: See attached proposal

☒ SCOPE OF SERVICES (See Attachment)

☐ SCHEDULE (See Attachment)

COMPENSATION

☒ LUMP SUM Compensation for these services shall be a Lump Sum of \$ \$24,500.00

☒ TIME AND MATERIALS Billing will be hourly per our rate schedule. See attached proposal.

☐ BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s Direct Job Wages times a factor of: _____

☐ List of BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s Hourly Rates.

☐ COST PLUS FIXED FEE. Compensation for these services shall be BACON FARMER WORKMAN ENGINEERING & TESTING, INC. Cost plus a fixed professional fee, including Reimbursable Expenses times a factor of: _____ plus Subconsultant Expenses times a factor of: _____ and per BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's attached Definitions. The estimated compensation for services is \$ _____ plus a fixed fee of \$ _____ for a total of \$ _____.

Direct Job Wages or Hourly Rates for Time and Materials or Cost-Plus Fixed Fee contracts are subject to change to reflect adjustments in BACON FARMER WORKMAN ENGINEERING & TESTING, INC. salary levels.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

SCHEDULE OF PAYMENTS: BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. during that month. (Cost plus Fixed Fee will be for costs incurred during the invoice period plus the portion of the agreed upon fixed fee earned by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. during that month. **(Lump Sum will be based on percent of effort completed as estimated by BACON FARMER WORKMAN ENGINEERING & TESTING, INC.)** BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall be paid for all invoices within 30 days of submittal. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to BACON FARMER WORKMAN ENGINEERING & TESTING, INC. based on contractual terms. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of 1.5% per month (or the maximum percentage allowed by law, whichever is the lesser). See Standard Conditions for invoices unpaid after 60 days.

EXECUTION: Execution of this document by duly authorized representatives of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and Client, including BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither BACON FARMER WORKMAN ENGINEERING & TESTING, INC. nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

Client:

By: _____
Signature: _____
Title: _____
Date: _____

Consultant:

BACON FARMER WORKMAN ENGINEERING & TESTING, INC.
By: _____
Signature: _____
Title: V.P., Water Resources Division Lead
Date: _____

BACON FARMER WORKMAN ENGINEERING & TESTING, INC.
STANDARD CONDITIONS

1. SERVICES. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall provide professional services in accordance with the agreed upon scope of services.

2. EXECUTION. This Agreement becomes effective upon signatures by authorized representatives of the Client and BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and upon receipt by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. of a signed original or facsimile transmittal. If facsimile transmittal is initially sent to BACON FARMER WORKMAN ENGINEERING & TESTING, INC. Client will provide BACON FARMER WORKMAN ENGINEERING & TESTING, INC. with a signed original for record as soon as practicable.

3. INITIATION. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.

4. COMPLETION/TERMINATION. This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Client and/or BACON FARMER WORKMAN ENGINEERING & TESTING, INC. upon 10 days written notice. In the event of such termination, BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.

Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.

5. STANDARD OF CARE. Services provided by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. makes no warranty or guaranty, either express or implied.

6. INDEPENDENT CONSULTANT. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.

7. COMPLIANCE WITH LAWS. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will endeavor to

comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.

8. COLLECTION COSTS. In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. in connection therewith and, in addition, the reasonable value of BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s time and expenses spent in connection with such collection action, computed at BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s prevailing fee schedule and expense policies.

9. OWNERSHIP OF DOCUMENTS. Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will retain all common law, statutory, and other reserved rights, including the copyright thereto. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

10. SITE VISITS/OBSERVATION. If included in the Scope of Services, BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. as part of services during construction under Agreement shall not make BACON FARMER WORKMAN ENGINEERING & TESTING, INC. responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make BACON FARMER WORKMAN ENGINEERING & TESTING, INC. responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

11. EQUAL OPPORTUNITY EMPLOYMENT. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will comply with federal regulations pertaining to Equal Opportunity Employment. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

12. INSURANCE. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will provide a certificate of insurance upon request.

13. INDEMNIFICATION/HOLD HARMLESS. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and the Client, this indemnification applies only to the extent of the negligence of BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

14. LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and BACON FARMER WORKMAN ENGINEERING & TESTING, INC., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and its subconsultants to all those named shall not exceed \$50,000 or the amount of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

15. DISPUTES. Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the Commonwealth of Kentucky. Venue shall be in McCracken County Circuit Court. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.

16. ATTORNEY FEES. Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Agenda Action Form Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Approve a Kentucky Urban Search and Rescue Agreement- **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information: The state legislature created and implement that state urban search and rescue task force better known as Task Force 1. The task force is made up of members of the communities from all over the state. This agreement establishes the framework between Kentucky Emergency Management (KYEM) and participating agencies for personnel participation, deployment, reimbursement, training support, and operational expectations within the KY US&R Program. The MOA will be effective **July 1, 2026, through June 30, 2028.**

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 agreement with the Commonwealth of Kentucky

Attachments:

1. MO Kentucky Urban Search and Rescue – Emergency Management 2026
2. Final_SC_095_2600001120_1_PO_CNTRCT_FORM

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF AGREEMENT WITH THE COMMONWEALTH OF
KENTUCKY, DEPARTMENT OF MILITARY AFFAIRS, KENTUCKY DIVISION OF
EMERGENCY MANAGEMENT, FOR PARTICIPATION IN THE KENTUCKY URBAN
SEARCH AND RESCUE PROGRAM**

WHEREAS, the Kentucky Urban Search and Rescue Program was established pursuant to KRS 39A.245 to provide all-hazards response teams capable of performing life-saving operations during disasters and emergencies; and

WHEREAS, the Commonwealth of Kentucky, Department of Military Affairs, Kentucky Division of Emergency Management (“KYEM”), has developed a Memorandum of Agreement establishing the responsibilities of KYEM and participating agencies for personnel participation, deployment, training, reimbursement, and operational requirements within the Kentucky Urban Search and Rescue Program; and

WHEREAS, the City of Paducah has been identified as a participating governmental agency under the agreement, which covers the period of July 1, 2026, through June 30, 2028.

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

SECTION 1. The Mayor is hereby authorized to execute a Memorandum of Agreement with the Commonwealth of Kentucky, Department of Military Affairs, Kentucky Division of Emergency Management, for the City of Paducah’s participation in the Kentucky Urban Search and Rescue Program for the period of July 1, 2026, through June 30, 2028, in substantially the form presented to the Board of Commissioners. The agreement provides for City personnel participation in the program and establishes requirements related to training, deployment, reimbursement, and program operations.

SECTION 2. 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, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\Kentucky Urban Search and Rescue – Emergency Management 2026



Commonwealth of Kentucky

CONTRACT

Document Number: SC 095 2600001120 **Version:** 1
Record Date: 05/14/2026
Document Description: KY US&R - Rescue Response Teams (FY27-FY28)
Cited Authority: KRS39A.245(5)
Kentucky Urban Search and Rescue Program
Reason for Modification:

Issuer Contact:

Name: Kim Hedden
Phone: 502-607-1741
E-mail: kim.hedden@ky-em.org

Vendor Name:	Vendor No.	ZZMISCPROC
Multiple Provider	Vendor Contact	
	Name:	No Contact
702 Capitol Avenue	Phone:	XXX-XXX-XXXX
OMPS	E-mail:	
Frankfort		
	KY 40601	

Shipping Information:

KY-USAR
5751 Briar Hill Road, Bldg. 15A

Lexington KY 40516

Billing Information:

DMA - Division of Emergency Management
100 Minuteman Pkwy
Bldg 110
Frankfort KY 40601

Effective From: 07/01/2026 **Effective To:** 06/30/2028

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		KY US&R - Rescue Response Teams (FY27-FY28)	\$0.000000	\$10,000,000.00	\$10,000,000.00

Extended Description:

Pursuant to House Bill 157, enacted by the Kentucky Legislature in June 2023 and codified at KRS. 39A.245

The Kentucky Urban Search and Rescue Program consist of all-hazards response teams deployed to perform life-saving measures when a disaster event occurs, within the Commonwealth of Kentucky.

The teams coordinate, respond, and maintain the Commonwealth's efforts to provide resources to locate and extricate victims entrapped by man-made or natural disasters as well as conducting other operations within the boundaries of the Commonwealth or in coordinated response with other states or federal government.

Government entities as follows:

Anchorage Middletown Fire Protection District, City of Ashland Fire Dept., Bardstown Fire Dept., Blue Grass Airport Fire Dept., City of Bowling Green Fire Dept., Boyd County EMS, Burington Fire Protection District, Campbell Fire / Rescue, Central Campbell Fire District, Concord Fire Dept., Covington Fire

Dept., Danville Fire Dept., City of Edgewood, Elizabethtown Fire Dept., Evansville (Indiana) Fire Dept., Fern Creek Fire Protection District, Frankfort Fire & EMS, Garrard County EMS, City of Georgetown Fire Dept., Georgetown-Scott County EMS, Hebron Fire Protection District, City of Hopkinsville Fire Dept., Jeffersontown Fire Protection District, Jessamine County Fire District, Kentucky Fire Commission, LaGrange Fire Rescue, Lexington Div. of Fire, Louisville Metro Emergency Mgmt. Services, Martin County Fiscal Court, Mayfield Fire Dept., Nicholasville Fire Dept., Ohio (Indiana) Township Fire Dept., Okolona Fire Protection District, Owensboro Fire Dept., City of Paducah, Pleasant Ridge Park Fire Protection District, Richmond Fire Dept., Rowan County EMA, Russellville, Rutherford County Fire Rescue, Sanitation District 1 Northern Kentucky, Scott County Fire Dept., and Shepherdsville Fire Dept.

TOTAL CONTRACT AMOUNT	\$10,000,000.00

	Document Phase	Document Description	Page 3
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Kentucky Division of Emergency Management Urban Search and Rescue Program (“the Commonwealth”) and various second party subrecipients (“the Contractor”) to establish an agreement for whereby participating agencies shall provide urban search and rescue services pursuant to House Bill 157, which was enacted by the Kentucky Legislature in June 2023 and codified at KRS. 39A.245. This MOA is effective from July 1, 2026 through June 30, 2028.

Scope of Services

- A. The Commonwealth, Kentucky Urban Search and Rescue Program (“KY US&R”) responsibilities, agrees to:
 1. Serve as the primary point of contact for interstate or intrastate requests for Urban Search and Rescue resources.
 2. Provide administrative oversight for the typing and credentialing of KY US&R resources.
 3. Coordinate and support strategic planning for KY US&R and assist with planning for each regional Urban Search and Rescue resource.
 4. Adopt and support the National Urban Search and Rescue (US&R) standard and assist resources in meeting applicable typing standards.
 5. Develop plans, policies, procedures, and standard operating guidelines supporting KY US&R and assist regional resources in development of the same.
 6. Coordinate statewide standardization of US&R equipment and personnel utilizing the Kentucky Qualification System.
 7. Provide and maintain system-wide communications through policy development and management of statewide notification and alerting systems.
 8. Develop ancillary resources and agreements supporting state, regional, and local US&R resources during training, exercises, and disaster response.
 9. Coordinate and/or deliver training and exercises required for position-specific training standards contained in the National US&R standard.
 10. Ensure necessary personal protective clothing and equipment is provided or made available for each member.
- B. The Contractor responsibilities, agrees to:
 1. Provide Participating Members to serve in designated Task Force positions as determined by KY US&R. Participating Members shall be identified and subject to guidelines established in the Administrative & Operations Manual Appendix titled Task Force Position Descriptions.
 2. Provide a designated point of contact responsible for reimbursement of documentation and administrative coordination.
 3. Ensure Participating Members meet qualification and training requirements and satisfy preparedness and response conditions required by KY US&R.
 4. Cooperate fully with the Commonwealth in achieving program goals and objectives.
 5. Ensure Participating Members are prepared to deploy within two (2) hours of notification and capable of deployment for up to fourteen (14) days.

Reimbursement

A. Training and Non-Activation

1. The Contractor acknowledges that any activity performed for or on behalf of KY US&R outside of an official activation, including training or exercises, shall require prior approval to qualify for reimbursement.
1. The Commonwealth shall not reimburse salaries or regular wages for Participating Members attending training or exercises.
2. With prior approval, Participating Members may be reimbursed for specialty training expenses, including:
 - o Per diem,
 - o Mileage,
 - o Training or course fees,
 - o Airfare, and
 - o Other approved travel expenses.

	Document Phase	Document Description	Page 4
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

3. With prior approval, the Contractor may be reimbursed for authorized specialty training expenses incurred on behalf of Participating Members, including the items listed above.

B. Incident Response

1. The Commonwealth shall make payments to the Contractor for Participating Members appointed into state service as authorized agents of the Commonwealth.
2. Actual reimbursable costs may include salaries and associated fringe benefits for Participating Members, as well as salaries and fringe benefits for personnel utilized for backfill, as authorized under this Agreement.
3. Activated Participating Members shall be reimbursed from official activation through deactivation or demobilization ("Portal to Portal").
4. Participating Agencies may be reimbursed for deployment, demobilization, and post-mobilization activities related to rehabilitation of equipment cache, vehicles, and administrative responsibilities.
5. Participating Agencies must submit all required documentation in accordance with the Kentucky Urban Search & Rescue (KY-US&R) and KYEM Mutual Aid Reimbursement Guide.
6. Reimbursement shall only occur upon completion of required documentation.
7. Failure to submit accurate reimbursement documentation may result in forfeiture of reimbursement eligibility.

Worker's Compensation

The Contractor acknowledge that Workers' Compensation coverage may be provided by the Commonwealth. Participating Agencies may elect to provide coverage through their own agency plan. Each Participating Member shall sign required documentation, KYEM Form 50 (*Worker's Compensation Enrollment Form*), in compliance with KRS 39F.170.

Compliance Standards

Both parties agree to comply with all applicable federal, state, and local statutes, regulations, and standards, including the National Urban Search and Rescue standard and the National Incident Management System (NIMS).

Kentucky Tort Claims

The Commonwealth, including its cabinets, departments, agencies, officers, agents, and employees, is protected by common-law official immunity applicable to discretionary acts performed in good faith and within the scope of authority. The Kentucky Board of Claims retains exclusive jurisdiction pursuant to KRS 49.060.

Confidentiality

Each party agrees that, except as otherwise required by law, confidential information shall not be disclosed to third parties without written consent. These obligations shall survive termination of this Agreement.

Code of Conduct

The Code of Ethical Conduct policy shall be signed by all Participating Agency personnel to affirm fair, impartial, ethical, and responsible conduct. KY US&R may remove any Participating Member from response or training activities at any time; however, discipline of agency personnel remains the responsibility of the Participating Agency pursuant to its internal policies.

	Document Phase	Document Description	Page 5
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

Agency Standard Terms and Conditions – Emergency Management Pass-through Agreements
Revised April 2025

General

- (a) Extension and Amendment. The terms and conditions of this contract may be modified by written agreement of the Parties pursuant to KRS Chapter 45A and subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission’s Government Contracts Review Committee.
- (b) Successors and Assigns. The Parties shall not assign any right herein without the written consent of the other party. Covenants made herein shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.
- (c) Entire Contract. This document forms the entire contract between the Parties. Prior discussions and understandings concerning the scope and subject matter are superseded and incorporated into the express terms herein.
- (d) Severability. If any provision of this contract is held judicially invalid, the remainder shall continue in force and effect to the extent not inconsistent with such holding.
- (e) Breach of Contract. Breach or violation of Terms and Conditions shall be cause for termination of contract.
- (f) Waiver. Waiver of enforcement of any term or condition herein upon an event of breach shall not automatically extend to any other or future event of breach.
- (g) Change of Circumstances. The Parties shall promptly notify each other of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect their ability to carry out this contract.
- (h) Liability and Indemnity. Nothing in this contract shall be construed as an indemnification by or among the Parties for liabilities of the first or second party or any third person for property loss, damage, death, or personal injury (“Claims”) arising out of and during the performance of this Contract.
- (i) Applicable Federal Laws and Regulations. This contract is incidental to the implementation of a federal grant program and accordingly, shall be governed by and construed according to federal law to the extent it may affect the right, remedies, and obligations of the United States.

Federal Grant Subrecipient Requirements

To the extent not inconsistent with the express terms of this contract, 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, are hereby incorporated by reference herein. Consistent therewith, the Commonwealth, as a pass-through entity for federal awards, shall monitor the performance of federal grant subrecipients (the “Subrecipients”) and impose requirements upon Subrecipients in order for the Commonwealth to meet its responsibility to the federal awarding agency including without limitation, the identification of required financial and performance reports.

- (a) Audits. Subrecipients agree to comply with federally-mandated audits. The Commonwealth agrees to review required audits promptly.
 - 1. Pursuant to 2 CFR 200.501, Subrecipients expending more than \$100,000 in federal grant monies per fiscal year shall conduct a single or program-specific audit for that fiscal year within nine (9) months of the end thereof and shall provide the final audit report to the Commonwealth within thirty (30) days of receipt.
 - 2. Pursuant to 2 CFR 200.512, Contractor(s) that are a governmental entity, institution of higher learning, or other nonprofit institution, shall procure an annual audit within nine (9) months of closing of the fiscal year and shall fully comply with Federal Audit Clearinghouse audit submission requirements. The Commonwealth shall access and review audit reporting packages and data collection forms from the Federal Audit Clearinghouse as soon as practicable after the required submission. Notwithstanding the foregoing, the Commonwealth may require Contractor(s) provide it with a copy of any required audit.
- (b) Reporting. Subrecipients agree to comply with federally-mandated reporting.
 - 1. Pursuant to 2 CFR 200.112, Subrecipients shall disclose to the Commonwealth in writing and within five (5) days of having knowledge of any real or potential conflict of interest that may arise during the administration of the federal award. For this paragraph, “conflict of interest” is defined by applicable federal, state, and local statutes or regulations, and Sub-recipients’ policies.

	Document Phase	Document Description	Page 6
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

2. Pursuant to 2 CFR 200.339, Subrecipients shall disclose to the federal awarding agency and to the Commonwealth in writing and within thirty (30) days of discovering of any violation of federal criminal law concerning fraud, bribery, or gratuity violations which may affect the federal award; failure to act in strict conformity with this section may result in the imposition of any remedy authorized thereby.

(c) Monitoring. The Commonwealth agrees to monitor Subrecipients.

1. Risk Analysis—2 CFR 200.332(c) requires the Commonwealth evaluate each Subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining appropriate Subrecipient monitoring, which may include consideration of such factors as:
 - a. The Subrecipient's prior experience with the same or similar awards;
 - b. The results of previous audits, including whether or not the Subrecipient receives a single audit and the extent to which the same or similar award has been audited as a major program;
 - c. Whether Subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the Subrecipient also receives federal awards directly from a federal awarding agency.)
2. Monitoring Activities—2 CFR 200.332(e) requires the Commonwealth, as the pass-through entity, monitor the activities of Sub-recipients to ensure performance goals are achieved and that awards are used for authorized purposes and in compliance with federal statutes, regulations, and the terms and conditions of the award. Monitoring of the Subrecipient must include:
 - a. Reviewing financial and performance reports required by the First Party;
 - b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the First Party detected through audits, on-site reviews, and other means; and
 - c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the First Party as required by 2 CFR §200.521 Management decision.
3. Monitoring Tools—2 CFR 200(f) Depending upon Commonwealth's assessment of risk posed by the Subrecipient, monitoring tools may be utilized to ensure accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:
 - a. Providing Subrecipients with training and technical assistance on program-related matters;
 - b. Performing on-site reviews of the Subrecipient's program operations;
 - c. Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services; and
 - d. Imposition of specific award conditions.
4. Subaward Conditions—2 CFR 200.332(d) requires the Commonwealth consider imposing specific subaward conditions upon Sub-recipients as needed, consistent with 2 CFR 200.208. The Commonwealth shall consider:
 - a. Criteria set forth in 2 CFR 200.205, federal awarding agency review of risk posed by applicants;
 - b. Whether the applicant or recipient has a history of failing to comply with federal award terms and conditions;
 - c. Whether the applicant or recipient fails to meet expected performance goals
 - d. Whether the applicant or recipient is not otherwise responsible.
5. Additional Conditions—The Commonwealth may impose upon Subrecipients additional federal award conditions.
 - a. Additional federal award conditions may include:
 - i. Requiring payment as reimbursement rather than advance payments;
 - ii. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - iii. Requiring additional, detailed financial reports;
 - iv. Requiring additional project monitoring;
 - v. Requiring the non-federal entity obtain technical or management assistance; or
 - vi. Establishing additional prior approvals.
 - b. If the Commonwealth imposes an additional federal award condition upon Sub-recipients, the Commonwealth shall notify the Subrecipient in writing as to:
 - i. The nature of the additional requirements;

	Document Phase	Document Description	Page 7
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

- ii. The reason why the additional requirements are being imposed;
 - iii. The nature of the action needed to remove the additional requirement, if applicable;
 - iv. The time allowed for completing the actions if applicable, and
 - v. The method for requesting reconsideration of the additional requirements imposed.
- 6. Removal of Conditions—Any specific condition imposed shall be promptly removed once the conditions prompting such condition has been corrected.
- 7. Remedies For Noncompliant Sub-recipients—2 CFR 200.332(h) requires the Commonwealth consider taking enforcement action against Subrecipients who fail to comply with federal statutes, regulations or the terms and conditions of a federal award when the Commonwealth determines that noncompliance cannot be remedied by imposing additional conditions as described above. In accordance with 2 CFR 200.339, the Commonwealth may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
 - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the Federal award.
 - d. Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
 - e. Withhold further Federal awards for the project or program.
 - f. Take other remedies that may be legally available.

Subcontractor Agreements – Incorporation of Terms

The Parties agree that all subcontractors performing Activities in furtherance of this contract shall be bound by the terms and conditions herein. Contractor(s) further agrees to incorporate this contract by reference in any written agreement with a subcontractor performing Activities in furtherance of this contract.

Lobbying and Political Activity (if applicable)

No funds expended or reimbursed under this contract shall be used to influence, directly or indirectly, the introduction or modification of any federal or state legislation or the outcome of any federal, state or local election, referendum, or initiative.

- (a) Certification. Contractor(s) certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:
 - 1. No federal funds have been paid or will be paid, by or on behalf of Contractor(s) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract;
 - 2. If any funds, other than federal funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative contract, Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying;"
 - 3. Contractor(s) shall require that the language of this certification be included in award documents for all sub-awards at all tiers, including subcontractors, sub-grants, and contracts under grants, loans, and cooperative contracts, and that all sub-recipients shall certify and disclose; accordingly, and
 - 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction under section 31, U. S. C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.
- (b) Byrd Anti-Lobbying Amendment (if applicable) 31 U.S.C. 1352 is incorporated by reference herein. Pursuant thereto, Contractor(s) that apply or bid for an award exceeding \$100,000 must file required certification. Each tier certifies to the tier above that it will not, and has not, used federal-appropriated funds to pay any person or

	Document Phase	Document Description	Page 8
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant or other award. Each tier shall disclose lobbying with non-federal funds that take place in connection with obtaining a federal award. Disclosures under this paragraph shall be forwarded tier-to-tier up to the non-federal awarding agency.

- (c) The Hatch Act (if applicable) Contractor(s) agrees to comply with 5 U.S.C. 1501 *et seq.*, the Hatch Act, and regulations promulgated thereunder including 5 CFR Part 151, limiting political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

Information Ownership and Management

- (a) Unless otherwise stated herein, data and information shared or acquired by the Parties in furtherance of this contract ("Data") shall be and remain the sole property of the Commonwealth. Contractor(s) and their agents and assigns shall not use Data for any other purpose not expressly authorized herein to extent permitted by state and federal law.
- (b) Contractor(s) agrees to comply with KRS 61.931 *et seq.*, Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, (the "Act.") To the extent Contractor(s) receives Personal Information as defined by and in accordance with the Act, in furtherance of Activities performed hereunder, Contractor(s) shall secure and protect Personal Information by, and without limitation:
1. Utilizing security and breach investigation procedures appropriate to the nature of the Personal Information disclosed, reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
 2. Notifying the Commonwealth of a security breach relating to Personal Information in the possession of practice or subcontractors without undue delay.

Financial Management System

Contractor(s) agrees to establish and maintain a financial management system which shall provide accurate, current, and complete disclosure of financial reporting for Activities in accordance with reporting requirements set forth in this contract including, without limitation:

- (a) Records identifying the source and application of funds which shall contain information pertaining to federal and state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures and income.
- (b) Effective control over and accountability for all funds, property, and assets to safeguard and assure that they are used solely for authorized purposes under this contract.
- (c) Procedures for determining the reasonableness of costs in accordance with the terms and conditions of this contract; and
- (d) Accounting records supported by source documentation.

Environmental Standards

- (a) Contractor(s) agree that Activities performed in furtherance of this contract shall comply with the Clean Air Act, the Federal Water Pollution Control Act, the Resources Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA), National Environmental Policy Act (NEPA), and any other applicable federal, state, or local environmental law, regulation, or policy.
- (b) Contractor(s) shall ensure that Activities shall not occur at a facility listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR 15 without the prior written agreement of the Commonwealth. Contractor(s) shall notify the Commonwealth immediately upon receipt of any communication from the EPA relating to performance of this contract.
- (c) Contractor(s) is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200, in the execution and administration of this contract.

Preference for U.S. Flag Carriers

	Document Phase	Document Description	Page 9
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

Contractor(s) agree to comply with 46 U.S.C. 1241(b), and regulations issued thereunder to include 46 CFR 381, concerning the use of privately-owned United States flag commercial vessels.

Copeland “Anti-Kickback” Act

Contractor(s) agrees to comply with 40 U.S.C. 3145, the Copeland Anti-Kickback Act, and regulations promulgated thereunder including 29 CFR 3, whereby, it shall be unlawful to induce, by force, intimidation, threat, procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act

Contractor(s) shall comply with 40 U.S.C. 3701 et seq., the Contract Work Hours and Safety Standards Act.

Davis-Bacon Act (if applicable)

40 U.S.C. 3141 *et seq.* and regulations 29 CFR 5 are incorporated by reference herein. The Davis-Bacon Act requires contractors pay laborers and mechanics at prevailing wages determined by the Secretary of Labor, and to make payment at least once per week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Procurement

- (a) Contractor(s) shall acquire goods and service consistent with KRS 45A and applicable federal standards and procedures including, without limitation, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.
- (b) Contractor(s) agrees to comply with 41 U.S.C. 10, the Buy American Act, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA.)
- (c) Contractor(s) shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to procure:
 - 1. Items designated within Environmental Protection Agency (EPA) guideline 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
 - 2. Solid waste management services in a manner that maximizes energy and resource recovery; and
 Establish an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.

Program Agreement Requirements

Revised April 2025

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

(1) Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances as instructed.

General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. §200.337.

- 1. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

	Document Phase	Document Description	Page 10
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

2. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities or personnel.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2C.F.R. § 200.455(c), the full text of which is incorporated by reference.
5. Recipients must complete DHS Form 3095 within sixty (60) days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rights/resources/recipients-dhs-financial-assistance>.

Standard Terms & Conditions

Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States are coordinated as necessary with appropriate government authorities and obtain all appropriate licenses, permits, or approvals.

Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Best Practices for Collection and Use of Personally Identifiable Information

- (1) Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance, as part of carrying out the scope of work under a federal award, of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

	Document Phase	Document Description	Page 11
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

- (a) Award number,
- (b) Name of PI or Co-PI being reported,
- (c) Awardee name,
- (d) Awardee address,
- (e) AOR name, title, phone, and email address,
- (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

- (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex), as implemented by the U.S. Department of Housing and Urban

	Document Phase	Document Description	Page 12
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Communications and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

(a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;

(b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

(c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

(d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

(e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

(2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.

(3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that

	Document Phase	Document Description	Page 13
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

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

Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

(a) DEI means “diversity, equity, and inclusion.”

(b) DEIA means “diversity, equity, inclusion, and accessibility.”

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.

(e) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(f) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

	Document Phase	Document Description	Page 14
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

- (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
- (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
- (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2).

(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Federal Debt Status

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

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award

	Document Phase	Document Description	Page 15
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provides that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq). (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Non-Supplanting Requirement

Recipients of federal awards made under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Procurement of Recovered Materials

	Document Phase	Document Description	Page 16
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

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

Reporting Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide award term and condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance programs that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

- (a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

(3) Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

	Document Phase	Document Description	Page 17
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

- (a) When the federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.
- (4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the government wide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

- (a) If the recipient fails to comply with the terms and conditions of the federal award;
- (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

	Document Phase	Document Description	Page 18
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

(3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

(4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-368, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from their DHS FAO prior to using the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials. This includes use of DHS component (e.g. FEMA, CISA, etc.) seals, logos, crests or reproductions of flags or likenesses of component officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141, -U.S.C. § 4712.

Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from KYEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

	Document Phase	Document Description	Page 19
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

Memorandum of Agreement Standard Terms and Conditions

Revised February 2026

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

2.00 Cancellation Clause

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

3.00 Funding Out Provision

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

4.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

	Document Phase	Document Description	Page 20
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

6.00 Violation of tax and employment laws

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

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

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

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

7.00 Nondiscrimination

	Document Phase	Document Description	Page 21
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

8.0 Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected

	Document Phase	Document Description	Page 22
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

	Document Phase	Document Description	Page 23
2600001120	Final	KY US&R - Rescue Response Teams (FY27-FY28)	Total Pages: 23

Approvals

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

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Approve Contract For Services in the amount of \$100,000 between the City of Paducah and Paducah Junior College, Inc. (PJC, Inc.) for the community scholarship fund - **D. JORDAN**

Category: Municipal Order

Staff Work By: Daron
Jordan, Claudia Meeks
Presentation By: Daron
Jordan

Background Information: The FY2027 Budget was approved on June 9, 2026, by Ordinance No. 2026-06-8879 . The budget included payment to Paducah Junior College, Inc., for continued support of the Community Scholarship Program in the amount of \$100,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Junior College, Inc. for FY2027 services in the amount of \$100,000 payable by June 30, 2027.

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: Investment Fund

Account Number: 2400 0401 580790

Staff Recommendation: Approve FY2027 Contract For Services in the amount of \$100,000 between the City of Paducah and Paducah Junior College, Inc.

Attachments:

1. MO - contract – Paducah Junior College FY27 – Community Scholarship
2. FY2027 Contract For Services - PJC

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH PADUCAH JUNIOR COLLEGE, INC., FOR THE COMMUNITY SCHOLARSHIP PROGRAM IN THE AMOUNT OF \$100,000

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$100,000 for the Community Scholarship Program, which shall be payable no later than June 30, 2027. This contract shall expire June 30, 2027.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-580790.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\contract – Paducah Junior College FY27 – Community Scholarship

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2026, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC. (PJC, Inc.)**.

WITNESSETH:

WHEREAS, promoting education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the education level of our community's young people will both make the Paducah workforce more attractive to investors and employers and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2027.

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

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000) DOLLARS in a one-time amount no later than June 30, 2027. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - PJC, Inc., will guarantee Paducah and McCracken County 8th graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

SECTION 5: ACCOUNTING

(A) PJC, Inc., shall conduct all accounting, payroll, and financial management.

(B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

(C) PJC will provide a written financial report as of December 31st and June 30th during the term of this contract to the City Manager's Office by the 15th day of the 2nd month following the

reporting date. The financial report, at minimum, shall disclose the dollar amounts that the City, County and others (each shown separately) have contributed to the PJC for the Community Scholarship program by fiscal year and the interest earned thereon. The report shall fully disclose how funds were used by fiscal year and purpose.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

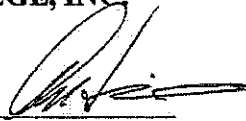
SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw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

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

CITY OF PADUCAH

GEORGE BRAY, Mayor

PADUCAH JUNIOR COLLEGE, INC

Name Andy Wilson 

Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Authorize the Mayor to execute a renewal contract with Tyler Technologies - **E. STUBER**

Category: Municipal Order

Staff Work
By: Eric Stuber
Presentation
By: Eric Stuber

Background Information: The City of Paducah, KY has been using Tyler Technologies software since June 2016. Tyler provides software across many city departments for daily operation. Finance uses software for accounting, cash management, procurement, project accounting, capital budget, Annual Comprehensive Financial Report builder, and purchasing. Revenue uses software for accounts receivable, business licenses, cashiering, tax billing and resident access; which allows the public to pay for business licenses and taxes online. HR and Payroll use software to manage employee records and payroll. Planning, Engineering, and Fire Prevention all use software for permitting, licensing, plan review, and civic access; which allows the public to submit permit and license requests online. All departments use Tyler software for purchasing and storage of digital files using content manager.

This contract renewal locks in our annual renewal rate of 4% for the next 3 years. This is well below the 7-10% that we are seeing with many of our other software-as-a-service vendors.

In addition to the contract renewal, we are amending our current contract to remove 5 Enterprise Permit and Licensing full users and replace with 7 read-only licenses which will save us money as the read-only licenses are considerably less expensive than the full user licenses.

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: Technology Computer Software Maintenance

Account Number: 10000501-522020

Staff Recommendation: Authorize the Mayor to execute a renewal contract with Tyler Technologies in the amount of \$438,671 and replace 5 Enterprise Permitting & Licensing full user licenses with 7 read only licenses in the amount of \$2,436

Attachments:

1. Paducah KY Amend 083126
2. MO contract renewal and amendment with Tyler Technologies

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC.
FOR SOFTWARE SERVICES**

WHEREAS, the City of Paducah has utilized Tyler Technologies software since 2016 for financial management, revenue, human resources, permitting, licensing, document management, and other City operations; and

WHEREAS, Tyler Technologies has proposed a three-year renewal of the City's software services at an annual cost of \$438,671, with annual fee increases during the renewal term limited to four percent (4%); and

WHEREAS, the amendment also removes five existing Community Development licenses and adds seven Enterprise Permitting & Licensing read-only user licenses at an annual cost of \$2,436.

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

SECTION 1. The Mayor is hereby authorized to execute an Amendment to the Agreement between the City of Paducah and Tyler Technologies, Inc., renewing the City's software services for a three-year term at an annual cost of \$438,671 and replacing five Community Development licenses with seven Enterprise Permitting & Licensing read-only user licenses at an annual cost of \$2,436, substantially in the form presented to the Board of Commissioners.

SECTION 2. Expenditures authorized herein shall be charged to the Technology Computer Software Maintenance Account, Account No. 10000501-522020.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
MO\contract renewal and amendment with Tyler Technologies

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Adopt and Approve a Memorandum of Agreement between the City of Paducah and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways in the amount of \$100,000 for the South 21st Street Rehabilitation Program - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Melanie Townsend, Brandy Topper-Curtiss

Presentation By: Greg Guebert

Background Information: The Kentucky State Legislature appropriated \$24M in the 2026-2027 state budget to fund projects for cities and counties. Cities that serve as county seats are eligible to apply for \$100,000 in funding, with a 50% city match of \$100,000.

On June 23, 2026, the Board of Commissioners approved Municipal Order 3268 authorizing application and acceptance of HB501 Grant Pool funds. The City applied for and received \$100,000 for the South 21st Street Rehabilitation project. The total project estimate is \$464,000 for total rehabilitation of 0.5 miles of S. 21st St. from Kentucky Ave. to Ohio St./Beltline Hwy. Paducah requested \$100,000 in Grant Pool Program funds to apply to a portion of the overall project. Grant and matching funds totaling \$200,000 will be used for Curb & Gutter, Entrance ramps, and Handicap ramps. This project is on the FY27 Street Rehabilitation Plan. The match and the balance of project costs will be funded through the city's street rehabilitation funding account.

The Board of Commissioners does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated.

The Mayor of the City of Paducah is hereby authorized and directed to sign said Agreement as set forth on behalf of the Board of Commissioners of the City of Paducah, and the City Clerk of Paducah is hereby authorized and directed to certify thereto.

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: MAP

Account Number: 23002217 542270

Staff Recommendation: Adopt and approve the execution of a Memorandum of Agreement with the Commonwealth of Kentucky in the amount of \$100,000.00 for the South 21st Street Rehabilitation Project and authorize the Mayor to sign the same.

Attachments:

1. MOA-Kentucky Transportation Cabinet - South 21st Street Project
2. City of Paducah FY27 Grant Pool Project# 21700- AgrLocRes - \$100,000.00
3. MO3268_HB501_apply-accept

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, IN THE AMOUNT OF \$100,000 FOR THE SOUTH 21ST STREET REHABILITATION PROGRAM

WHEREAS, on June 23, 2026, the Board of Commissioners adopted Municipal Order No. 3268, authorizing application and acceptance of HB501 Grant Pool Funds; and

WHEREAS, the City requested and received \$100,000 for the South 21st Street Rehabilitation. The total project estimate is \$464,000 for total rehabilitation of 0.5 miles of South 21st Street from Kentucky Avenue to Ohio Street/Beltline Highway. Paducah requested \$100,000 in Grant Pool Program Funds to apply to a portion of the overall project; and

WHEREAS, grant and matching funds totaling \$200,000 will be used for curb and gutter, entrance ramps and handicap ramps; and

WHEREAS, this project is on the FY27 Street Rehabilitation Plan.

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

SECTION 1. The Board of Commissioners does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated.

SECTION 2. The Mayor of the City of Paducah is hereby authorized and directed to sign said Agreement as set forth on behalf of the Board of Commissioners of the City of Paducah, and the City Clerk of Paducah is hereby authorized and directed to certify thereto.

SECTION 3. Required match funds and the balance of the project costs shall be paid from the MAP Fund, Account Number 2300 2217 542270.

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

Mayor George Bray

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\MOA-Kentucky Transportation Cabinet - South 21st Street Project

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF RURAL AND MUNICIPAL AID
AND
CITY OF PADUCAH

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet,

Department of Rural and Municipal Aid, hereinafter referred to as the “**Department**” and the CITY OF PADUCAH Board of Commissioners, hereinafter referred to as the “**City**.”

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to perform a Grade and Drain on S 21st St (CS-1307) (see authorized locations attachment), which shall hereinafter be referred to as the “**Project**”; and

WHEREAS, the **City** has expressed its desire to perform the work for the aforementioned **Project** and to be responsible for all phases of the **Project**;

NOW THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** shall be responsible for providing Rural Secondary funding in an amount not to exceed **\$100,000** for the reimbursement of the above-mentioned Project.
2. If the **Project** is performed by Contract, the **City** shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work item(s) A and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. **Concurrence must be obtained by the City through the District 1 Chief District Engineer in PADUCAH, KY, prior to the awarding of any contract for work or materials to be used on this Project.**
3. The **City** shall cause the **Project** to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); *approval from Bridge Preservation*

Branch of Division of Maintenance MUST BE OBTAINED before ANY additional load is added to any inventoried structure. Furthermore, all materials paid for by the **Department** used on, or incorporated into, the **Project** shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The **City** will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the **Cabinet's District 1 Office in PADUCAH, KY.** The **City** hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to the GRADE AND DRAIN being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. In accordance with, Kentucky Revised Statutes (KRS) §179.380 and 603 Kentucky Administrative Regulation (KAR) §1:020, **The City further agrees that placement of a culvert or road tile shall be required for any new entrance constructed that affects the drainage area surrounding any of the roads listed in the agreement.** The manner as to the implementation of this requirement shall be at the discretion of the **City** as permitted by State or Federal law. The minimum thickness of any bituminous surface applied shall be one inch.

4. The **City** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damage received by any person, persons, or property resulting from construction of the **Project**.
5. The **Department** shall reimburse the **City** up to **\$100,000** for completion of work by the **City** under the obligations of this agreement, which shall represent the total obligation of the **Department**.
6. The **City** agrees to be responsible for all costs above **\$100,000** however, the **City** shall not be required to expend any more than **\$100,000** .
7. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A.

Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **City** for eligible work activities completed and costs incurred prior to expiration.

8. The **City** shall maintain for a period of three (3) years, after the Rural Secondary Office within the **Department** issues a project close date, all records of material, equipment, and labor costs involved in the performance of the work for the Project. These records may be subject to audit by the Transportation Cabinet. **In order to obtain reimbursement from the Department for the Project, the City shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.**
9. The **City** may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the **Department**; however, in no event is the **City** to submit billings for work performed for less than a thirty-day (30) period.
10. The **Department** reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the **Project** and also reserves the right to cease all work commenced under the terms of this agreement at any time.
11. The **City** will pass the attached Resolution, and a copy of that resolution shall be attached to and made a part of this Agreement.

MOA/PSC Exception Standard Terms and Conditions
Revised July 2026

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor and/or subrecipient, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

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

1.00 Effective Date

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

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

The Commonwealth will make payment within thirty (30) working days of receipt of contractor and/or subrecipient's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency's contact person or its representative.

2.00 LRC Policies

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

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

3.00 Choice of Law and Forum

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

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

4.00 Cancellation

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

5.00 Funding Out Provision

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

6.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

7.00 Authorized to do Business in Kentucky

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

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

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

Registration with the Secretary of State by a Foreign Entity

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

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

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

8.00 Invoices for fees

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

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

9.00 Travel expenses, if authorized

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

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

10.00 Other expenses, if authorized herein

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

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

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

11.00 Purchasing and specifications

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

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

12.00 Conflict-of-interest laws and principles

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

The Contractor and/or subrecipient certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either

any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

13.00 Campaign finance

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

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

14.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor and/or subrecipient's books, documents, papers, records, or other evidence directly pertinent to the contract."

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

15.00 Social security

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

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract. Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

16.00 Violation of tax and employment laws

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

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

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

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor and/or subrecipient affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract.

Contractor and/or subrecipient further affirm that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

17.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor and/or subrecipient shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor and/or subrecipient agrees as follows:

- a) The Contractor and/or subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- b) The Contractor and/or subrecipient shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- c) The Contractor and/or subrecipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor and/or subrecipient that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- d) The Contractor and/or subrecipient shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.
- e) The Contractor and/or subrecipient shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor and/or subrecipient's commitments under this nondiscrimination clause.

The Contractor and/or subrecipient's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor and/or subrecipient shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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

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

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

[KRS Chapter 139](#) (SALES AND USE TAXES)

[KRS Chapter 141](#) (INCOME TAXES)

[KRS Chapter 337](#) (WAGES AND HOURS)

[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

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

If applicable, the contractor and/or subrecipient verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions

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

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

19.00 Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

20.00 Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services except when the agency has transmitted a rejection notice to the vendor in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or agency representative and, except Personal Service Contract invoices, shall include the following information, as applicable:

- (1) Contract and/or delivery order number;
- (2) Name of Contractor Entity or Individual;
- (3) Contractor designated point of contact;
- (4) Unique Invoice Number;
- (5) Invoice Date;
- (6) Item numbers;
- (7) Descriptions of goods or services provided;
- (8) Sizes of goods provided;
- (9) Quantities provided;
- (10) Unit prices; and
- (11) Extended totals (unit price x quantity) for invoiced line items.

For Personal Service Contracts, invoices must be submitted on the Personal Service Contract Invoice form established by the Government Contract Review Committee, available at:
<https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>

The Commonwealth will make a good faith effort to notify the Contractor within fifteen (15) working days of the Contractor's failure to submit a proper invoice or a dispute of the goods or services provided. The Contractor shall address the Commonwealth's concerns within ten (10) calendar days and resubmit a corrected invoice with

a new invoice number for payment. If the Contractor has not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the Commonwealth has not notified the Contractor of any issue with the invoice or the goods and/or services and the Contractor has not received payment by the twenty-fifth (25th) business day after the Contractor submitted the invoice, the Contractor should notify its Commonwealth contract representative that its invoice is still pending payment.

Except as otherwise explicitly provided in the contract, payments shall be issued to the Contractor within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the Contractor shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

<https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx>

If submission to the purchasing agency fails to resolve the payment dispute, the Contractor may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the Contractor a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the Contractor after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the Commonwealth and the Contractor. After a resolution is determined, the purchasing agency shall begin to assess penalties due the Contractor and remit the penalty payment to the Contractor within ten (10) working days.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

CITY OF PADUCAH BOARD OF COMMISSIONERS

By: _____ **Date:** _____
CITY MAYOR/EXECUTIVE

TRANSPORTATION CABINET USE:

APPROVED AS TO FORM AND LEGALITY:

By: _____ **Date:** _____
OFFICE OF LEGAL SERVICES

**TRANSPORTATION CABINET
DEPARTMENT OF RURAL AND MUNICIPAL AID**

By: _____ **Date:** _____
**DEPARTMENT COMMISSIONER OR
DEPARTMENT REPRESENTATIVE**

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

By: _____ **Date:** _____
CABINET SECRETARY

City of Paducah FY27 Grant Pool - #216700 \$100,000.00

AUTHORIZATION LOCATION						
ITEM NUMBER	COUNTY	DIST	FACILITY NAME	ROUTE	LENGTH	SCOPE
1	McCracken	1	S 21ST ST (CS-1307)	CS 1307	.0780 - .4840 (.4060 MI)	GRADE & DRAIN - FROM KY AVE MP . 078 (KY AVE MP .548); EXTENDING SOUTH TO EMP .484

MUNICIPAL ORDER NO. 3268

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY TO THE KENTUCKY TRANSPORTATION CABINET FOR THE HB 501 GRANT POOL FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

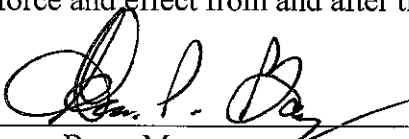
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to apply to the Kentucky Transportation Cabinet for the HB 501 Grant Pool Funds, in an amount up to \$100,000. These funds will be used for street projects on a city road. Funding would be available beginning July 1, 2026.

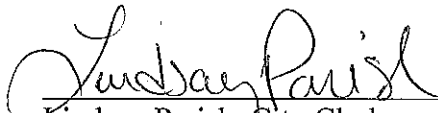
SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds (up to the maximum of \$100,000) awarded by the Kentucky Transportation Cabinet, and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. There is a 50% city match required. The amount of up to \$100,000 will be paid through MAP, Account Number 2300 2217 542270.

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, June 23, 2026

Recorded by Lindsay Parish, City Clerk, June 23, 2026

\\mo\grants\app & award - Kentucky Transportation Cabinet – HB 501 Grant Pool Funds

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Approve a Lease Agreement with Seaman's Church Institute - **M. SMOLEN**

Category: Municipal Order

Staff Work
By: Michelle
Smolen
Presentation
By: Michelle
Smolen

Background Information: This Municipal Order authorizes the Mayor to execute a lease agreement with Seaman's Church Institute of New York and New Jersey, Inc. (SCI). The City owns property at 129 Water Street. Currently, the City leases the property to Seamen's Church Institute, which then subleases a portion of the property to River Heritage Museum and Paducah Film Society. All parties now wish to renew and revise the lease agreements so that the City will have lease agreements directly with SCI, River Heritage Museum, and Paducah Film Society.

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 - Lease - Seaman's Church Institute

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF PADUCAH AND SEAMAN'S CHURCH INSTITUTE, FOR LEASE OF THE SEAMAN'S CHURCH INSTITUTE LOCATED AT 129 SOUTH WATER STREET, PADUCAH, KENTUCKY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a Lease Agreement between The City of Paducah and Seaman's Church Institute, in substantially the form attached hereto and made part hereof (Exhibit A).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\Lease- Seaman's Church Institute

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Authorize a Lease Agreement with Paducah Film Society - **M. SMOLEN**

Category: Municipal Order

Staff Work
By: Michelle
Smolen
Presentation
By: Michelle
Smolen

Background Information: This Municipal Order authorizes the Mayor to execute a lease agreement with Paducah Film Society (DBA Maiden Alley Cinema). The City owns property at 129 Water Street. Currently, the City leases the property to Seaman's Church Institute, which then subleases a portion of the property to Paducah Film Society. All parties now wish to renew and revise the lease agreements so that the City will lease directly to Paducah Film Society.

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: Approval.

Attachments:

1. MO - Lease - Paducah Film Society

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO
EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF PADUCAH AND
PADUCAH FILM SOCIETY, FOR LEASE OF MAIDEN ALLEY CINEMA
LOCATED AT 112 MAIDEN ALLEY, PADUCAH, KENTUCKY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute
a Lease Agreement between The City of Paducah and Paducah Film Society, in
substantially the form attached hereto and made part hereof (Exhibit A).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\Lease- Paducah Film Society

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Authorize a Lease Agreement with River Heritage Museum - **M. SMOLEN**

Category: Municipal Order

Staff Work
By: Michelle
Smolen
Presentation
By: Michelle
Smolen

Background Information: This Municipal Order authorizes the Mayor to execute a lease agreement with River Heritage Museum (DBA River Discovery Center). The City owns property at 129 Water Street. Currently, the City leases the property to Seaman's Church Institute, which then subleases a portion of the property to River Heritage Museum. All parties now wish to renew and revise the lease agreements so that the City will lease directly to River Heritage Museum.

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 - Lease - River Heritage Museum

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF PADUCAH AND RIVER HERITAGE MUSEUM, FOR LEASE OF THE RIVER DISCOVERY CENTER LOCATED AT 117 SOUTH WATER STREET, PADUCAH, KENTUCKY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a Lease Agreement between The City of Paducah and River Heritage Museum, in substantially the form attached hereto and made part hereof (Exhibit A).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\Lease- River Heritage Museum

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Employment Agreement with Carol Gault to be the Director of Community Development for the City - **D. JORDAN**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Daron
Jordan

Background Information: The newly created Department of Community Development requires the appointment of a Director. This employment agreement would appoint Carol Gault as Director of the Department, effective September 17, 2026. Ms. Gault previously served as the Director of the Planning Department.

In this role, Ms. Gault would assume all duties and responsibilities associated with overseeing Planning, Code Enforcement, Building Inspections, and Permitting for the City. The agreement defines all terms and conditions of employment and, upon mutual agreement, may be extended with the approval of the Board of Commissioners.

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: It is recommended to approve and sign the Director of Community Development Employment Agreement with Carol Gault.

Attachments:

1. MO agree-employment – Carol Gault – Director of Community Development
2. 09 2026 Director of Community Development - Employment Agreement Gault
3. Director of Community Development - Employment Agreement Gault

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND CAROL GAULT FOR EMPLOYMENT AS DIRECTOR OF COMMUNITY DEVELOPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves, and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute an Employment Agreement with Carol Gault to be employed in the position of Director of Community Development, effective September 17, 2026.

SECTION 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\agree-employment – Carol Gault – Director of Community Development

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Authorize an Agreement with Northwest Tennessee Disposal Corporation for Solid Waste Services - **C. YARBER**

Category: Municipal Order

Staff Work By: Chris Yarber,
Michelle Smolen
Presentation By: Chris Yarber

Background Information: The City issued a Request for Proposals on June 8, 2026, seeking long-term services for the receipt, transfer, transport and disposal of municipal solid waste, as well as operation of a citizen drop-off area for recyclable materials.

Following review of the proposals received, the City proposes to enter into an agreement with Northwest Tennessee Disposal Corporation for these services. Under the agreement, the contractor will operate and maintain the transfer station, receive City solid waste and recyclable materials, transport and dispose of solid waste at approved facilities, and provide related recycling and citizen drop-off services.

The service date under the agreement is September 27, 2026. The initial contract term is five years, with the City having the option to extend the agreement for one additional five-year term.

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:

Attachments:

1. MO agree - Solid Waste - Northwest Tennessee Disposal Corporation
2. SOLID WASTE AGREEMENT - REVISED 9.4.26

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND NORTHWEST TENNESSEE DISPOSAL CORPORATION FOR THE TRANSFER, TRANSPORT AND DISPOSAL OF MUNICIPAL SOLID WASTE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Paducah issued a Request for Proposals for Solid Waste Receipt, Transfer, Haul & Disposal on June 8, 2026; and

WHEREAS, following evaluation of the proposals received, the City desires to enter into an Agreement with Northwest Tennessee Disposal Corporation for transfer station services and the receipt, transfer, transport, and disposal of municipal solid waste and recyclable materials; and

WHEREAS, the Board of Commissioners finds that approval of the Agreement is in the best interests of the City of Paducah.

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

SECTION 1. The City of Paducah hereby approves the Agreement for Transfer, Transport and Disposal of Municipal Solid Waste between the City of Paducah and Northwest Tennessee Disposal Corporation, in substantially the form presented to the Board of Commissioners.

SECTION 2. The Mayor is hereby authorized to execute the Agreement approved in Section 1 on behalf of the City of Paducah.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 8, 2026
Recorded by Lindsay Parish, City Clerk, September 8, 2026
\\mo\agree - Solid Waste - Northwest Tennessee Disposal Corporation

AGREEMENT FOR TRANSFER, TRANSPORT AND DISPOSAL OF MUNICIPAL SOLID WASTE

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2026, by and between the CITY OF PADUCAH, KENTUCKY, a municipal corporation and body politic of the Commonwealth of Kentucky, P.O. Box 2267, Paducah, Kentucky 42002-2267, (hereinafter referred to as the "City") and Northwest Tennessee Disposal Corporation, with local offices located at 518 Beach Chapel Road, Union City TN 38261 (hereinafter referred to as "Contractor");

W I T N E S S E T H:

WHEREAS, the City's Solid Waste Division is responsible for the collection of residential and commercial waste within the City limits of Paducah; and

WHEREAS, the City desires to contract for long-term transfer station services, the transport and disposal of all municipal solid waste and recycling products, and a safe and accessible citizen drop-off area for the deposition of recyclable products; and

WHEREAS, by Request for Proposals for Solid Waste Receipt, Transfer, Haul & Disposal, issued June 8, 2026, the City sought proposals to secure long-term transfer station services, transport and disposal services and a safe and accessible citizen drop-off area for the deposition of recyclable products; and

WHEREAS, after evaluating the proposals received, the City desires to contract with Contractor, as an independent contractor, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for the consideration hereinafter set forth, the City and Contractor agree as follows:

SECTION 1: DEFINITIONS:

For the purposes of this Agreement, the following terms shall apply:

1.1. **Acceptable Recyclable Material:** Shall mean paper, plastic, aluminum, tin, steel, and cardboard and all other accepted items described on page 52 labeled Accepted Recyclable Materials.

1.2. **Applicable Law:** Shall mean (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental

Body and both generally applicable and publicly available; and (4) Governmental Approvals, in each case having the force of law and applicable from time to time to the Transfer Station, the Disposal Facility, and the Backup Disposal Facility, the services provided by Contractor under this Agreement, or any other transaction or matter contemplated in this Agreement (including any of the foregoing which pertain to waste management, waste transportation, waste disposal, health, safety, fire, environmental protection, labor relations, building codes, the payment of prevailing or minimum wages and non-discrimination), now in effect, or hereafter enacted during the Contract Term.

1.3. **Backup Disposal Facility:** A landfill or similar facility approved by the City, operated in accordance with all Applicable Laws for handling Solid Waste, to which the Contractor transports Solid Waste from the Transfer Station for final disposal should the Disposal Facility be unable to receive Solid Waste for any reason. In order for the Backup Disposal Facility to be approved by the City, the owner/operator shall maintain, at its sole expense, Owned and Non- Owned Disposal Site Pollution Legal Liability and Remediation/Cleanup with limits of \$5,000,000 per claim during the Contract Term.

1.4. **Billing Month:** Means each calendar month during the Contract Term, commencing the calendar month during which the Service Date occurs.

1.5. **C&D Waste:** Means wastes resulting from construction, remodeling, repair or demolition operations of structures and from road building.

1.6. **Citizen Drop-off Center:** A safe and adequately equipped facility for citizens to directly dispose of Acceptable Recyclable Material at the Transfer Station.

1.7. **Contract Term:** Has the meaning set forth in Section 6.

1.8. **Contract Year:** The first Contract Year shall be the period beginning on the Service Date and ending on the following September 26th. Thereafter, a Contract Year shall be the period beginning on September 27th and ending on the following September 26th.

1.9. **Contractor's Proposal:** Written terms, conditions, and costs for performing the work and submitted by Contractor on July 10, 2026 to the City in response to the City's RFP.

1.10. **City-Designated Personnel:** The City Manager and other City employees or agents designated by the City Manager.

1.11. **Consumer Price Index or CPI:** The series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

1.12 **Consumer Price Index Adjustment Factor or CPI Adjustment Factor:** The pricing adjustment factor to be applied, when used with respect to a particular Contract Year, equal to the quotient derived by dividing (a) the average of the 12 monthly CPI values in the

Contract Year preceding the Contract Year with respect to which a calculation is made, divided by (b) the average of the 12 monthly CPI values from January 2026 through and including December 2026.” The language following (b) in the example definition would result in the average 2026 CPI being used as the base upon which all future adjustments will be made (as opposed to a year-over-year change in CPI).

1.13 **Disposal Facility:** The City approves the Disposal Facility located at 518 Beach Chapel Road, Union City, TN 38261 to which the Contractor shall transport Solid Waste from the Transfer Station for final disposal; provided, however, the owner/operator shall maintain, at its sole expense, Owned and Non-Owned Disposal Site Pollution Legal Liability and Remediation/Cleanup with limits of \$5,000,000 per claim during the Contract Term. The owner/operator shall operate the Disposal Facility in accordance with Applicable Law for handling Solid Waste.

1.14 **Effective Date:** The date this Agreement is executed and delivered by the parties hereto.

1.15 **Emergency Solid Waste Processing:** An unexpected, serious occurrence or situation urgently requiring prompt action by the Contractor, such as but not limited to pending or post storm event processing of Solid Waste at the Transfer Station as a result of increased curbside collections.

1.16 **Governmental Approval:** All orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issues by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contractor’s obligations under this Agreement.

1.17 **Governmental Body or Governmental Bodies:** Any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

1.18 **Hazardous Waste:** Waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined “hazardous substance” as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state, or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body, or agency having jurisdiction to make that determination,

42 U.S.C. § 9601 et seq. and “hazardous waste” as defined under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

1.19 **Moderate Risk Waste:** Any waste that exhibits any of the properties of hazardous waste but is exempt from regulation under Applicable Law solely because the waste is generated in quantities below the threshold for regulation.

1.20 **Request for Proposals or RFP:** Means the Request for Proposals for Transfer Station Receipt, Transfer, Haul and Disposal of Municipal Solid Waste dated June 8, 2026.

1.21 **Scales Facility:** The scale house and weighing truck scales operated, maintained, repaired, and replaced by the Contractor and located at the Transfer Station for weighing Solid Waste deliveries. The Contractor shall utilize scales approved and certified by the Commonwealth of Kentucky.

1.22 **Service Date:** Means September 27, 2026

1.23 **Service Fee:** Has the meaning set forth in Section 5.1.

1.24 **Solid Waste:** Means all municipal solid waste such as garbage, refuse, rubbish and other materials and substances discarded as being spent, useless, worthless or in excess to the generator thereof at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments (including small quantities of hazardous material or medical waste but only to the extent permitted by Applicable Law), which are acceptable now or in the future at the Transfer Stations under Applicable Law. Solid Waste includes Acceptable Recyclable Material, Moderate Risk Waste, White Goods, and C&D Waste.

1.25 **Ton:** 2,000 pounds.

1.26 **Transfer Station:** The Contractor’s facility having all Governmental Approvals required by Applicable Law located at 829 Burnett Street, where Solid Waste is deposited from collection vehicles and transferred to waste hauling vehicles to be transported to the Disposal Facility, including without limitation the Citizen Drop-off Center and the Scales Facility.

1.27 **Unacceptable Waste:** Means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment or which cannot be legally accepted at the applicable disposal facility. Shall mean “hazardous substance” as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. and “hazardous waste” as defined under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

1.28 **Uncontrollable Circumstance:** Any cause beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such party. Subject to the foregoing, Uncontrollable Circumstances may include without limitation the following: acts of God, war, riot, strikes, fire, explosion, wind storm, flood, earthquakes, or action by a Governmental Body not party to this Agreement. Uncontrollable Circumstances shall not include without limitation any act, event, or circumstance that would not have occurred if the affected party had complied with its obligations hereunder; changes in interest rates, inflation rates, wage rates, insurance costs, currency values, labor availability, exchange rates or other economic conditions; changes in the financial condition of the City, the Contractor, any subcontractor, any of the Contractor's affiliates or any other person in the performance of this Agreement; weather conditions normal for the geographic region of the City; strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions by employees; or equipment failure.

1.29 **White Goods:** Means residential appliances, including water heaters, washers, water tanks, dryers, stoves, refrigerators, and electronics.

SECTION 2: SCOPE OF SERVICES - RESPONSIBILITIES OF CONTRACTOR

The Contractor shall furnish the following services and during the Contract Term shall be responsible for the following:

2.1. The Contractor shall, in accordance with this Agreement, operate, maintain, and replace, at its sole cost and expense, a Transfer Station, which shall include without limitation a Citizen Drop-off Center and Scales Facility. At all times during the Contract Term, the Contractor shall own or otherwise have control of the Transfer Station. The Transfer Station shall at all times during the Contract Term have and comply with all Governmental Approvals in order to permit it to be used for the purposes contemplated by this Agreement in compliance with all Applicable Law.

2.2. The Citizens Drop-off Center shall have paved or concrete surfaces for all container and traffic areas to minimize dust and debris accumulation and shall be maintained in a clean and orderly manner at all times, and shall be adequately lit during times of extended hours of operation.

2.3. The Contractor shall furnish at its own cost and expense all labor, materials, supplies and equipment needed to operate and maintain the Transfer Station for the receipt of Solid Waste in accordance with Applicable Law.

2.4. All Solid Waste delivered by City or City residents and businesses to the Transfer Station operated by Contractor under the terms of this Agreement shall be received, safely managed, and loaded into transfer trailers by the Contractor for hauling and disposal at the Disposal Facility or Backup Disposal Facility on the same day such Solid Waste is delivered to the Transfer Station. Except as provided in Section 2.5, all Solid Waste shall be removed from the Transfer Station each day. The Contractor shall provide for the proper hauling and disposal of all Solid Waste delivered by the City or its residents to the Disposal Facility and the Backup Disposal Facility, in accordance with all terms and conditions of this Agreement. The Contractor shall only dispose of Solid Waste at the Disposal Facility or Backup Disposal Facility, and at no other disposal location without the prior written consent of the City.

2.5. In the event that the Contractor fails to comply with its obligations to accept all Solid Waste (unless failure is due to the occurrence of a Uncontrollable Circumstances) or fails to dispose of Solid Waste at only a City approved disposal facility, the Contractor shall pay the City liquidated damages in the amount of (i) either \$50.00 per ton of rejected Solid Waste or all out-of- pocket costs incurred by the City in disposing of the rejected Solid Waste at another transfer station or disposal site, including without limitation service fees and transport costs, whichever is more, or (ii) \$100.00 per ton of improperly disposed of Solid Waste. The City may invoice the Contractor for such liquidated damages on a weekly basis, and such invoices will be due and payable by the Contractor within ten days following receipt of the invoice. Except to the extent excused due to an Uncontrollable Circumstance, the failure or refusal of the Contractor to accept, process and dispose of Solid Waste during normal operating hours (i) for a 24-hour period (other than Holidays) at the Transfer Station, or (ii) for a period of seven consecutive days (excluding Holidays) at the Transfer Station shall constitute a material default by the Contractor and the City may (notwithstanding anything to the contrary in Section 19) terminate this Agreement without any requirement of having given notice previously or of providing any further cure opportunity.

2.6. The Contractor shall be responsible for the weighing, transportation, marketing and disposal of segregated Recyclable Materials, Moderate Risk Waste and White Goods delivered to and accepted at the Transfer Station (including the Citizens Drop-off Center) from the Transfer Station to appropriate City-approved disposal sites for disposition, including end-use markets, in accordance with Applicable Law. Prior to disposal or recycling of any White Goods, the Contractor shall remove refrigerants and other hazardous components from all such White Goods accepted at the Transfer Station in accordance with the Applicable Law. The Contractor acknowledges that the Service Fee paid in accordance with Section 5 includes all compensation to which the Contractor is entitled on account of all transportation and disposal costs. The Contractor may retain the revenue generated from the marketing of recovered Recyclable Materials, Moderate Risk Waste and White Goods, however, the Contractor is to provide to the City written verification reports as to the quantities of the Acceptable Recyclable Material and income and expense statements for record keeping purposes.

2.7. The Contractor shall schedule its employees in such a manner so as to avoid delays and back-ups in receiving Solid Waste at the Transfer Station. At least two (2) employees shall be available at the Transfer Station during operating hours, which shall be as set forth below:

2.7.1. Monday through Friday 7:00 a.m. to 4:00 p.m.

2.7.2. Saturday 7:00 a.m. to Noon¹

2.7.3. The Contractor's offices shall be opened from 8 a.m. to 5 p.m. Monday through Friday to handle customer service questions and problems and an answering service, in direct contact with the managers and owners of the Contractor, shall handle after normal operating hour questions and problems.

2.8. The Transfer Station shall be open on all days, except for Sundays and the following holidays unless otherwise agreed upon by the City and Contractor:

2.8.1. New Year's Day

2.8.2. Thanksgiving Day

2.8.3. Christmas Day

The Contractor shall provide the City with after-hours access to the Transfer Station upon reasonable request.

2.9. At the Scales Facility, the Contractor shall weigh all vehicles delivering Solid Waste to the Transfer Station by the City before and after the transfer of Solid Waste into the transfer trailers. At the Scales Facility, the Contractor shall also weigh Recyclable Materials, Moderate Risk Waste and White Goods delivered to and accepted at the Transfer Station (including the Citizens Drop-off Center). Such weighing method shall be approved by the City prior to implementation. The City shall have the right to test the accuracy of scales at reasonable times and without unreasonable interference with operations of the Transfer Facility. In the event the weighing scales become inoperable, the Contractor shall repair and/or replace the scales within a commercially reasonable time, not to exceed seven (7) calendar days. During scales breakdown, the City shall provide a reasonable estimate by (a) weighing the collection vehicle at a City facility, (b) using the historical records of the weight of Solid Waste delivered to the Transfer Station for a comparable period during the preceding Contract Year, or (c) any other reasonable means that the City deems appropriate.

2.10. The Contractor shall maintain daily records of the number of Tons of Solid Waste delivered by the City to the Transfer Station and the number of Tons of Solid Waste transported from the Transfer Station to the Disposal Facility, indicating, in each case and to the extent

¹ All times described in this Agreement shall be Central Standard Time.

practicable, the date and time of arrival or departure of each City vehicle transporting such waste, with appropriate identification of each vehicle.

2.11. The Contractor shall assist the City with Emergency Solid Waste Processing of Acceptable Waste prior to and after storm events or other emergencies within the normal scope of services defined in this section.

2.12. Prior to the Service Date, the Contractor shall own or have right to use the Backup Disposal Facility and shall develop an emergency backup plan, acceptable to the City, in the event the Disposal Facility is unavailable for disposal at any time during the Contract Term. The Service Fees set forth in Section 5 apply to the Backup Disposal Facility. Also, prior to the Service Date, the Contractor shall notify the City in writing of the location of the Backup Disposal Facility. In the event the location of the Backup Disposal Facility is changed, the Contractor shall provide the City with written notice of the new location at least thirty (30) days prior to such the implementation of such change.

2.13. The Contractor shall furnish, at its sole cost and expense, all personnel, tractors, trailers, licenses, Governmental Approvals, equipment and other requirements necessary to transport all Solid Waste received at the Transfer Station to the Disposal Facility or Backup Disposal Facility. The Contractor shall provide sufficient number of trailers to transport all Solid Waste and Acceptable Recyclable Material (in addition to any other waste it is obligated or may be obligated to transport) for the Contract Term.

2.14. The Contractor shall provide for the receipt, processing and sale of all Acceptable Recyclable Material delivered to the Transfer Station by the City or to the Citizens Drop-off Center by its residents. The Contractor shall, at its sole cost and expense, operate the Citizens Drop-off Center with its own staff, (ii) furnish and maintain roll-off or other containers for collection of Acceptable Recyclable Material, and (iii) arrange for the removal and disposal of such Acceptable Recyclable Material. The Contractor shall ensure that all Acceptable Recyclable Material received at the Transfer Station or Citizen Drop-off Center is properly processed and disposed of at a recycling facility or end use- market, in accordance with all Applicable Law. Acceptable Recyclable Material shall not be disposed of in a landfill, except to the extent contamination or other conditions make recycling unlawful or infeasible under Applicable Law.

2.15. The Contractor shall provide for the control of insects, rodents and other vectors, and shall employ whatever means necessary to minimize the generation and migration of nuisance litter and debris throughout the Transfer Station on a daily basis.

2.16. The Contractor shall participate in the City's annual clean-up day, either by provision of in-kind services or by making a contribution to the City's solid waste fund in the amount of \$20,000.00 per year. Any in-kind services provided shall be subject to prior approval of the City.

2.17. The services to be performed under this Agreement by the Contractor shall be performed under all weather conditions. Further, in the event of inclement weather, the Contractor shall be responsible for taking measures necessary (e.g. plowing) to allow for ingress and egress into and within the Transfer Station.

SECTION 3: RESPONSIBILITIES OF THE CITY

3.1. The City shall deliver all Solid Waste collected by or on behalf of the City to the Transfer Station during the Contract Term.

3.2. The City makes no representation or guarantee as to the actual quantity or type of Solid Waste or Acceptable Recyclable Materials to be delivered to the Transfer Station pursuant to this Agreement. The City shall not be liable for any failure to deliver, or cause to be delivered, Solid Waste or Acceptable Recyclable Materials to the Transfer Station.

3.3 The City shall pay the Service Fee and any other amounts due the Contractor in accordance with the terms and conditions of this Agreement.

3.4 Nothing in this Agreement will be deemed to restrict the right of the City to practice source separation for the recovery, recycling or composting of waste nor the right of the City to conduct, sponsor, encourage or require such source separation. The City will not be responsible or liable for any reduction in the amount of Solid Waste generated in the City and delivered to the Transfer Station by the City, which may result from any such source separation or recycling program.

SECTION 4: TERMS OF SERVICE

4.1 The Contractor and its subcontractors have the right to refuse any load containing Unacceptable Waste. If the City's Unacceptable Waste is collected into equipment utilized in connection with the services to be provided hereunder or deposited at a disposal or recycling facility, Contractor will give the City telephonic notice thereof and a reasonable opportunity to remove and dispose of such Unacceptable Waste. If the City elects to remove and dispose of such Unacceptable Waste, it shall do so within such time period and under the conditions as Contractor reasonably deems necessary or appropriate in connection with the operation of such equipment or facility, including the preservation of the health and safety of employees. If, after electing to do so, the City does not remove the Unacceptable Waste within such time period, or if the City fails to so elect, Contractor may remove and dispose of such Unacceptable Waste as the City's agent, without further notice to the City, and the City shall pay the direct costs incurred by Contractor and its subcontractors due to removal, remediation, handling, transportation, delivery and disposal of such Unacceptable Waste. Notwithstanding the foregoing, no notice shall be required by Contractor to the City for Contractor and its subcontractors to dispose of Unacceptable Waste as the City's agent in emergency situations where, in Contractor's reasonable judgement, a delay in such disposal could constitute a hazard to such equipment or facility, or any person on, about or near such equipment or facility. In addition to the foregoing,

the City agrees to promptly pay (within 15 days after date of Contractor's invoice) for all fines, penalties, or similar assessments made against Contractor and its subcontractors as a result of such Unacceptable Waste.

4.2 Any equipment Contractor furnishes shall remain Contractor's property.

4.3 Title to the Recyclable Material shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor. Deposit of Unacceptable Waste at any Contractor facility shall not be deemed to vest title to any Unacceptable Waste in Contractor. If title is deemed vested in Contractor, Contractor shall have the right to revoke acceptance of any waste any time such waste is discovered to be or contains Unacceptable Waste.

4.4 Contractor will not be responsible for any damage to the City's pavement, curbing, or other driving surfaces resulting from Contractor's provision of services hereunder unless caused by the negligence or willful misconduct of Contractor or its agents or subcontractors.

SECTION 5: CONSIDERATION FOR TRANSFER STATION OPERATION

5.1 As the sole compensation for the Contractor's performance of the services described in Section 2 of this Agreement, beginning on the Service Date the City shall pay the Contractor a service fee in accordance with this Section 5 (the "Service Fee"). For each Billing Month, the City shall pay the Contractor the Service Fee in an amount equal to the sum of (a) the amount determined pursuant to Section 5.1.1 for the amount of Solid Waste (other than Acceptable Recyclable Material) delivered by the City to the Transfer Station during such Billing Month, and (b) the amount determined pursuant to Section 5.1.2 for the amount of Acceptable Recyclable Material delivered to the Transfer Station or the Citizen Drop-off Center during such Billing Month.

5.1.1 The City shall pay the Contractor a base unit fee of \$ 45 per Ton to receive, transfer, process, transport and dispose of all Solid Waste delivered to the Transfer Station by the City. The foregoing amount shall be in effect through September 26, 2027 and shall thereafter be adjusted at the start of each Contract Year as described in Section 5.2.

5.1.2 The City shall pay the Contractor a base unit fee of \$ 90 per Ton to receive, transfer, process, transport and sell all Acceptable Recyclable Material delivered to the Citizen Drop-off Center. The foregoing amount shall be in effect through September 26, 2027 and shall thereafter be adjusted at the start of each Contract Year as described in Section 5.2.

5.2 The base unit fees described above in Sections 5.1.1 and 5.1.2 shall be adjusted annually as follows:

5.2.1 100% of base unit fees shall be adjusted on September 27, 2027 and on September 27 of each Contract Year thereafter during the Contract Term by multiplying each of the base unit fees specified in Sections 5.1.1 and 5.1.2 by the CPI Adjustment Factor.

5.2.2 For each Contract Year, the aggregate annual increase or decrease to the base unit Service Fees specified in Sections 5.1.1 and 5.1.2 calculated under this provision shall be subject to a maximum increase and a maximum decrease equal to 6% greater or lower, as applicable, of the base unit Service Fees in effect during the prior Contract Year.

5.2.3 The adjusted Service Fee for each Contract Year shall be communicated by the Contractor to the City no later than March 1 of the preceding Contract Year. By way of example, the adjusted Service Fee for the Contract Year beginning on September 27, 2027, shall be communicated to the City no later than March 1, 2027.

5.3 Notwithstanding the annual adjustment provisions above, Contractor may request an extraordinary adjustment to the Service Fee only upon the occurrence of an extraordinary or unforeseeable event beyond Contractor's reasonable control that results in one or more material elements of cost to provide service under this Agreement experiencing a year over year change greater than fifteen percent (15%). For purposes of this subsection, a "material element of cost" shall be limited to externally imposed costs that are not within Contractor's discretion or control and that make up five percent (5%) or more of Contractor's annual costs to provide the services hereunder. Material elements of cost shall expressly exclude increases to employee wages, salaries, bonuses, benefits, insurance, administrative overhead, profit, financing costs, equipment replacement costs, or any other category of cost that is discretionary, voluntarily incurred, or within the control of Contractor or its subcontractors. Contractor shall not be entitled to any extraordinary adjustment based on ordinary market fluctuations, inflation, labor availability, business decisions, changes in Contractor's financial condition, or any circumstance arising from Contractor's acts, omissions, negligence, failure to exercise reasonable diligence, or failure to mitigate costs.

Any request under this subsection must be supported by detailed documentation reasonably satisfactory to the City and must be submitted by no later than March 1 of the preceding Contract Year. The City may approve, deny, or modify any requested adjustment in its sole discretion, and no adjustment shall be effective unless approved in writing by the City.

5.4 The Contractor shall submit a single invoice to the City for each Billing Month no later than the fifteenth day following the conclusion of such Billing Month. This monthly invoice will be paid by the City within thirty (30) days of the receipt of an approvable invoice for the Billing Month. The invoice shall be accompanied by an itemization and summary of the Tons of all Solid Waste delivered by the City and Acceptable Recyclable Material delivered by the

City or residents of the City to the Transfer Station and the Citizen Drop-off Center during the Billing Month.

5.5 Except as otherwise provided herein for Acceptable Recyclable Material delivered to the Transfer Station or Citizen Drop-off Center (for which the Contractor shall be compensated pursuant to Section 5.1.2), the Contractor may impose the fees or charges set forth in Schedule 1 to this Agreement upon City residents and businesses for deliveries of Solid Waste to the Transfer Station. All such charges shall be subject to the annual adjustments set forth in Section 5.2 of this Agreement. The Contractor shall be responsible for billing and collection of such fees and the City shall have no liability therefor.

SECTION 6: CONTRACT TERM

This Agreement shall become effective on the Effective Date and shall continue in effect until the fifth anniversary of the Service Date, and may be extended, at the sole discretion of the City, on the same conditions as set forth in this Agreement, for one (1) additional five-year periods; provided, however, the City provides Contractor with written notice of its election to renew at least sixty (60) days prior to the expiration of the then existing Contract Term hereunder, unless earlier terminated pursuant to the termination provisions of Section 20, in which event the Contract Term shall be deemed to have ended as of the date of such termination. At the end of the Contract Term, all obligations of the parties hereunder will terminate except as provided in Section 29.

SECTION 7: INSPECTIONS

Contractor agrees to permit City-Designated Personnel to inspect its routes, transfer station facilities, disposal and hauling equipment, complaint logs, or procedures to the extent that such pertain to the performance of this Agreement. The City shall have the right, at any time and at any place, to search Solid Waste delivered to the Transfer Station for personal property retrieval or law enforcement purposes. This right shall in no way be restricted by the Contractor and shall extend to the Disposal Facility and the Backup Disposal Facility as well as vehicles carrying such Solid Waste at any point along the route to the Disposal Facility and the Backup Disposal Facility. The Contractor shall cooperate and assist the City in this regard. Such cooperation and assistance shall include diverting vehicles carrying Solid Waste in transport, producing Solid Waste for inspection by the City and identifying the location of Solid Waste deposited at the Disposal Facility and the Backup Disposal Facility.

SECTION 8: PERFORMANCE BOND

8.1 Upon execution of this Agreement, Contractor shall furnish to the City a performance bond, in the form attached hereto as Schedule 2 for the faithful performance of this Agreement by the Contractor and all Contractor obligations arising hereunder in the amount of \$1,500,000.00. The cost and expense of obtaining and maintaining the bond under this Section 8 shall be borne by the Contractor without additional reimbursement from the City.

8.2 A surety company licensed to do business in the Commonwealth of Kentucky and acceptable to the City shall issue the bond. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond. The bond shall be extended annually thirty (30) days in advance of each Contract Year in an amount of \$1,500,000.00, and shall remain in effect for a period of time ninety (90) days following the expiration or termination of this Agreement.

SECTION 9: INDEPENDENT CONTRACTOR

The Contractor shall perform all work and services described in this Agreement as an independent contractor and not as an officer, agent, servant or employee of the City. Except as otherwise provided under this Agreement, Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

SECTION 10: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be required to perform all services under this Agreement in compliance with and shall qualify under any and all Applicable Law, and shall cause all subcontractors approved by the City in accordance with Section 14 to comply with any and all Applicable Law. If at any time the Contractor fails to meet these requirements, it shall take immediate actions necessary to remedy such failure, shall pay any resulting damages, penalties and fines and, pursuant to Section 18, shall indemnify and hold harmless the City Indemnitees from any loss and expense resulting therefrom.

SECTION 11: GOVERNMENTAL APPROVALS

Contractor at its sole cost and expense, shall maintain throughout the term of this Agreement all Governmental Approvals necessary or required for Contractor to perform the work and services described herein, as required by Governmental Bodies and Applicable Law.

SECTION 12: LAW TO GOVERN; FORUM SELECTION

This Agreement is entered into and is to be performed in the Commonwealth of Kentucky. The City and Contractor agree that the laws of the Commonwealth of Kentucky shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any legal action arising from or relating in any way to this Agreement shall have venue exclusively in the state courts of McCracken County, Kentucky.

SECTION 13: EMERGENCIES

In the event of an emergency, including fire, weather, environmental, health, safety and other potential emergency conditions, the Contractor shall: (1) provide appropriate notifications to the City and the Governmental Bodies having jurisdiction and shall facilitate coordinated emergency response actions by the City and all such other appropriate Governmental Bodies; (2) undertake necessary spill prevention and response measures; (3) assure timely availability of all personnel required to respond to any emergency; and (4) otherwise comply with this Agreement.

SECTION 14: SUBCONTRACTORS

The Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the City under this Agreement without written approval of the City. The Contractor further agrees that any subcontractor shall meet all City requirements imposed on the Contractor. The Contractor may use temporary employees from temporary employment agencies. The Contractor shall retain full responsibility to the City under this Agreement notwithstanding the execution or terms and conditions of any subcontract, and no failure of any subcontract used by the Contractor shall relieve the Contractor from its obligations hereunder. The Contractor's indemnity obligations under Section 18 shall extend to all claims for payment of damages by any subcontractor who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the services performed under this Agreement.

SECTION 15: NON-ASSIGNMENT

The Contractor shall not assign, transfer, convey, or otherwise hypothecate this Agreement or its rights, duties or obligation hereunder or any part thereof without the prior written consent of the City, whose consent will not be unreasonably withheld.

SECTION 16: INSURANCE

The Contractor shall obtain and maintain, at its sole cost, throughout the Contract Term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth below, in addition to the insurance required by Applicable Law, from an insurance company authorized to write casualty insurance in the Commonwealth of Kentucky and having a minimum rating of "A-VII" in the Best Key Rating Guide published by A.M. Best & Co., Inc., as will protect itself, and the City, including officials, agents and employees of the City, from claims for bodily injury, death, property damage, or environmental liability which may arise from Contractor's operations and services performed under this Agreement. Each insurance policy required herein (excluding Worker's Compensation/Employer's Liability) shall name the City as additional insured via blanket-form endorsement. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Section, and shall have filed the ACORD 25 certificate(s) of insurance evidencing the coverage required herein with the City. Each insurance policy required herein, except Worker's Compensation/Employer's Liability, shall contain a blanket-form notice of cancellation

endorsement providing that such policies shall not be canceled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

1. Commercial General Liability on an occurrence basis, covering bodily injury, personal injury, advertising injury and property damage including loss of use, with minimum limits of:
 - a. \$3,000,000 Minimum General Aggregate;
 - b. \$3,000,000 Products & Complete Aggregate;
 - c. \$1,000,000 Personal & Advertising; and
 - d. \$3,000,000 each occurrence.

The Commercial General Liability insurance shall include coverage for on- premises and off-premises operations, contractual liability and broad form property damage. The Commercial General Liability insurance shall be written on an occurrence basis and shall not be written on a claims- made basis.

Coverage shall be written on ISO CG0001 0413 . The City shall be named as an additional insured for ongoing as well as completed operations using the latest edition of Blanket-form additional insured ISO endorsements CG2010 0413 and CG2037 0413.

2. Business Automobile Liability insurance coverage, or its equivalent, covering liability arising out of the ownership, maintenance, operation, or use of any owned, non-owned and hired automobiles in connection with this Agreement with a combined single limit for bodily injury and property damage of \$3,000,000 each occurrence. Coverage shall be written on latest edition of ISO CA 0001 1120 including CA 9948 10/13 or its equivalent.. Coverage shall include the MCS-90 endorsement.
3. Employers Liability with minimum limits of
 - a. \$1,000,000 Each Accident for Bodily Injury;
 - b. \$500,000 Policy limit for Bodily Injury by Disease; and
 - c. \$1,000,000 Each Employee bodily Injury by Disease.

Kentucky Worker's Compensation Insurance to meet the statutory requirements of the Commonwealth of Kentucky covering all employees of the Contractor.

4. All risk property and casualty insurance for the replacement value of the Transfer Station including without limitation the Scales Facility and the Citizen Drop-off Center, and all equipment, vehicles, and other related assets to the Contractor's business operation.
5. Contractor's Pollution Liability for Non-Owned Disposal Sites within minimum limits of

- a. \$5,000,000.00 – per contamination incident
- b. \$5,000,000.00 – aggregate

All insurance required above must be evidenced by an ACORD 25 Certificate of Insurance.

All subcontractors must meet the same minimum insurance requirements, to be verified by the Contractor through valid certificates of insurance from each subcontractor. Copies of all such certificate of insurance evidencing the coverage required herein, shall be on file with the City prior to the Service Date and annually at the commencement of each Contract Year.

All insurance policies required under this Agreement shall include a waiver of subrogation in favor of the City, its officials, agents, and employees.

The Contractor's insurance coverage shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City.

SECTION 17: SAFETY AND SECURITY

17.1 The Contractor shall maintain the safety of the operations of the Transfer Station at a level consistent with Applicable Law. Without limiting the foregoing, the Contractor shall: (1) take all precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Transfer Station to, (a) all employees working at the Transfer Station and all other persons who may be involved in the operation and maintenance of the Transfer Station, (b) all customers and visitors to the Transfer Station; (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate qualified and responsible employee(s) whose duty shall be the supervision of safety, the prevention of fire and accidents and the coordination of such activities as shall be necessary with Applicable Law and City officials; and (5) provide for safe and orderly vehicular movements.

17.2 The Contractor shall be responsible for the security of the Transfer Station, including the safe storage and security of Contractor's equipment, and shall maintain suitable fences, gates and locks at the Transfer Station. The Contractor shall guard against and be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism or malicious mischief of third parties. The Contractor shall prepare a Safety and Security Plan that will be reviewed by the parties annually and updated when necessary.

SECTION 18: INDEMNIFICATION

18.1 The Contractor covenants and agrees to indemnify, defend, hold harmless, and render whole the City and its elected officials, appointed officers, directors, employees, representatives, agents, consultants and contractors (each, a "City Indemnitee") for (and pay the

full amount of) any loss, cost, and expense, including attorney fees, which are incurred by the City Indemnatee for reason of the Contractor's failure to properly perform under this Agreement. Additionally, it is expressly agreed and understood that the Contractor shall at all times indemnify and save the City Indemnatee harmless from (and pay the full amount of) any and all loss or damage which may be sustained by the City Indemnatee by reason of any negligent act or omission committed by the Contractor, and/or its employees and agents, in the performance of its work hereunder. The Contractor shall indemnify and save the City Indemnatee harmless from (and pay the full amount of) any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury.

18.2 Notwithstanding the foregoing provisions, in the event loss or damage incurred by the City Indemnatee or claims, demands, or causes of action asserted against the City Indemnatee is attributable to the sole negligence of the City Indemnatee the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

18.3 The Contractor's indemnification obligations hereunder shall also include reimbursement to the City Indemnatee for any attorney fees and court costs incurred by the City Indemnatee by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it.

SECTION 19: EVENTS OF DEFAULT BY THE CONTRACTOR

19.1 In the event the Contractor defaults in the performance of any of the material, covenants or agreements to be kept, done, or performed by it under the terms of this Agreement, the City at its option may notify the Contractor in writing of the nature of such default. Within fifteen (15) days following such notice,

19.1.1 the Contractor shall correct the default; or

19.1.2 in the event of a default not capable of being corrected within fifteen (15) days, the Contractor shall commence correcting the default within fifteen (15) days of the City's notification. The City, in its unreviewable discretion, may grant an extension of time for the correction of the default or for the commencement of actions to correct the default providing that, in the City's reasonable judgment, the Contractor is diligently pursuing a correction, but in no event shall this extension be longer than forty (40) days from the City's notification.

19.2 If the Contractor fails to correct the default as provided above, the City, without further notice, shall have all of the following rights which the City may exercise singly or in combination, in addition to any other right or remedy allowed by Applicable Law:

19.2.1 the right to declare that this Agreement, together with all rights granted the Contractor hereunder, are terminated effective upon such date as the City shall designate; and

19.2.2 the right to contract with others to perform the services otherwise to be performed by the Contractor, or to perform such services itself, in which event the Contractor shall be liable to the City for the costs expended by the City to secure such performance; and

19.2.3 the right to pursue all legal and equitable remedies against the Contractor and/or on its bond posted under Section 8 hereof to recover the costs, expenses, and losses by such default.

19.4 Each of the following will constitute a default by the Contractor upon which the City, by notice to the Contractor, may terminate this Agreement without any requirement of having given notice previously or of providing the cure opportunity set forth in Section 19.1:

19.4.1 Failure to maintain the insurance as required by Section 16 or bonds required as set forth in Section 8 of this Agreement.

19.4.2 Declaration of voluntary or involuntary bankruptcy.

19.4.3 The insolvency of the Contractor as determined under the Bankruptcy Code.

19.4.4. Except to the extent excused due to an Uncontrollable Circumstance, the failure or refusal of the Contractor to accept, process and dispose of Solid Waste during normal operating hours (i) for a 24-hour period (other than Holidays) at the Transfer Station, or (ii) for a period of seven consecutive days (excluding Holidays) at the Transfer Station.

19.5 The right of termination provided under this Section 19 upon default by the Contractor is not exclusive. If this Agreement is terminated by the City for a default by the Contractor, the City shall have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Agreement, under the bond set forth in Section 8 and under Applicable Law.

19.6 Termination of this Agreement pursuant to this Section will not relieve the Contractor or its Surety from liability for liquidated damages provided under this Agreement. The Contractor shall be liable for all liquidated damages that have accrued up to the termination date. The parties acknowledge and agree that such liquidated damages are intended solely to compensate the City for costs and expenses associated with the specific circumstances identified in the specific provisions providing for such liquidated damages and are not intended to liquidate all damages that the City is likely to suffer in the event of a Contractor Event of Default under this Article. Accordingly, except with respect to damages relating solely to the specific

circumstances for which liquidated damages are provided under this Agreement, the payment of any such liquidated damages by the Contractor will not serve to limit or otherwise affect the City's right to pursue and recover damages under subsection (C) of this Section.

19.7 In the event of breach or default, the non-breaching/non-defaulting party shall also be entitled to recover any costs and expenses incurred in interpreting and enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

SECTION 20: EVENTS OF DEFAULT BY THE CITY

20.1 Each of the following shall constitute a default by the City upon which the Contractor, by written notice and an opportunity to cure to the City, may terminate this Agreement:

20.1.1 Any representation or warranty of the City hereunder was false or inaccurate in any material respect when made, and the legality of this Agreement or the ability of the City to carry out its obligations hereunder is thereby adversely affected.

20.1.2 The failure, refusal or other default by the City in its duty to pay an amount required to be paid to the Contractor under this Agreement within 60 days following the due date for such payment.

20.2 No such default described in this Section 20 will give the Contractor the right to terminate this Agreement for cause unless:

20.2.1 The Contractor has given prior written notice to the City stating that a specified default has occurred, which gives the Contractor a right to terminate this Agreement for cause under this Section, and describing the default in reasonable detail; and

20.2.2 The City has neither challenged in an appropriate forum the Contractor's conclusion that such default has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within a reasonable period of time not to exceed 30 days after the date of the notice given pursuant to the preceding paragraph (but if the City shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute a default giving the Contractor a right to terminate this Agreement for as long as the City is continuing to take such steps to correct such default).

20.3 In the event of breach or default, the non-breaching/non-defaulting party shall also be entitled to recover any costs and expenses incurred in interpreting and enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

SECTION 21: NON-BINDING MEDIATION

21.1 Either party may request non-binding mediation of any dispute arising under this Agreement. The non-requesting party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply. The costs of such non-binding mediation shall be divided equally between the City and the Contractor.

21.2 The mediator shall be a professional engineer, attorney or other professional mutually acceptable to the parties who has no current or on-going relationship to either party. The mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the mediator's program to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interest are not being served by the mediation.

21.3 Mediation is intended to assist the parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.

21.4 Nothing in this Section shall operate to limit, interfere with or delay the right of either party under this Article to commence judicial legal proceedings upon a breach of this Agreement by the other party, whether in lieu of, concurrently with, or at the conclusion of any non-binding mediation.

21.5 Notwithstanding any disputes which arise between the City and the Contractor, the Contractor shall continue to perform all services required of it under this Agreement during the pendency of the dispute. The City shall pay the undisputed amounts pursuant to this Agreement.

SECTION 22: REPRESENTATIONS AND WARRANTIES

22.1 The Contractor represents and warrants that it is a Tennessee Corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, is duly qualified to conduct business in the Commonwealth of Kentucky, and has the power and authority to enter into this Agreement and to perform the obligations set forth herein. The execution and delivery of this Agreement has been approved by all necessary action of the members of the Contractor, and no other actions are required in order to constitute this Agreement as a binding obligation of a contract.

22.2 To the best of its knowledge after due inquiry, neither the execution nor delivery by the Contractor of this Agreement nor the performance by the Contractor of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Contractor of the terms or conditions hereof (1) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Contractor or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any organizational document of the Contractor, or any contract, agreement or instrument to which the Contractor is a party or by

which the Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

22.3 Except as disclosed in writing to the City, there is no legal proceeding, at law or in equity, before or by any court or Governmental Body pending or, to the best of the Contractor's knowledge after due inquiry, overtly threatened or publicly announced against the Contractor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement by the Contractor or the validity, legality or enforceability of this Agreement against the Contractor, or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or on the ability of the Contractor to perform its obligations hereunder or under any such other agreement or instrument.

22.4 No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Agreement by the Contractor or the performance of its payment or other obligations hereunder except as such have been duly obtained or made or, if not required as of the Effective Date, are expected to be obtained in due course.

22.5 Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, there are no material and adverse claims or demands based in environmental or tort law, or based on breach of contract, pending or threatened against the Contractor with respect to any solid waste transfer station operated, maintained or managed by the Contractor that would have a material and adverse effect upon the ability of the Contractor to perform this Agreement.

22.6 Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, the Contractor is not in material violation of any law, order, rule or regulation applicable to any solid waste transfer station operated, maintained or managed by the Contractor, the violation of which may have a material and adverse effect on the ability of the Contractor to perform its obligations hereunder.

22.7 The information supplied and representations and warranties made by the Contractor in all submittals made in response to the RFP and in all post-Contractor Proposal submittals with respect to the Contractor are true, correct and complete in all material respects.

SECTION 23: NOTICES

All notices required, permitted, or given pursuant to the provisions of this Agreement shall be in writing, and either (i) hand delivered, (ii) delivered by certified mail, postage prepaid, return receipt requested, (iii) delivered by an overnight delivery service, or (iv) delivered by facsimile machine or email, followed within twenty-four (24) hours by delivery under options (i), (ii) or (iii) addressed as follows:

If to the Contractor:

Northwest Tennessee Disposal Corporation Landfill
518 Beach Chapel Road
Union City, TN 38261
Attn: David Bragg

If to the City:

City of Paducah Kentucky City Hall
300 South 5th Street Paducah, KY 42001
Attention: City Manager

Notices shall be deemed delivered upon receipt. The addresses given above may be changed by any party by notice given in the manner provided herein.

SECTION 24: CONTRACTOR'S RECORDS

24.1 Contractor shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:

24.1.1 Contractor shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the City for a minimum period of five (5) years, or for any longer period required by Applicable Law, from the date of final payment to Contractor pursuant to this Agreement.

24.1.2 Contractor shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by Applicable Law, from the date of termination or completion of this Agreement.

24.2 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the City or its designated agent or representative. The records shall be available to the City at the address indicated above for receipt of notices in this Agreement.

24.3 The Contractor shall fully support the City's reporting requirements as required by Applicable Law by providing all data, reports and other information which may be necessary for the City to comply with such reporting requirements or information requests.

SECTION 25: WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 26: UNCONTROLLABLE CIRCUMSTANCES

26.1 Except as expressly provided under the terms of this Agreement, neither party to this Agreement shall be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it results from an Uncontrollable Circumstance. The parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Agreement, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances.

26.2 The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone, facsimile or email (accompanied by a telephone call to the City- Designated Personnel), on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected; (3) its estimated impact on the other obligations of such party under this Agreement; and (4) potential mitigating actions which might be taken by the Contractor or the City and any areas where costs might be reduced and the approximate amount of such cost reductions. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause thereof, mitigate and limit damage to itself and the other party, and resume full performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstances shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party. The Contractor shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the City.

26.3 If and to the extent that Uncontrollable Circumstances interfere with or delay or the Contractor's performing this Agreement in accordance herewith, and the Contractor has given timely notice as required by Section 26.2, the Contractor shall be entitled to relief from its performance obligations, or an extension of schedule which properly reflects the interference with performance, or the time lost as a result thereof, in each case only to the minimum extent reasonably forced on the Contractor by the event, and the Contractor shall perform all other

obligations under this Agreement. In the event that the Contractor believes it is entitled to any performance or schedule relief on account of any Uncontrollable Circumstance, it shall furnish the City written notice of the specific relief requested and detailing the event giving rise to the claim within 10 days after the giving of notice delivered pursuant to Section 26.2. Within 30 days after receipt of such a timely submission from the Contractor the City shall issue a written determination as to the extent, if any, it concurs with the Contractor claim for performance or schedule relief, and the reasons therefor. The Contractor acknowledges that its failure to give timely notice pertaining to an Uncontrollable Circumstance as required under this Section 26 may adversely affect the City. To the extent the City asserts that any such adverse effect has occurred and that the adjustment to the Contractor under this Section should be reduced to account for such adverse effect, the Contractor shall have the affirmative burden of refuting the City's assertion. Absent such refutation, the reduction in adjustment to the Contractor asserted by the City in such circumstances shall be effective. The agreement of the parties as to the specific relief to be given the Contractor hereunder on account of an Uncontrollable Circumstance shall be evidenced by a written amendment to this agreement.

26.4 Notwithstanding the forgoing, should Contractor be unable to render performance under this Agreement by reason of Uncontrollable Circumstances, the City shall have the right to secure another vendor to perform any or all portions of the service required under this Agreement for the period of the expected duration of Contractor's inability to perform as set out in Contractor's written notice. In the event Contractor becomes able to resume the performance of its obligations prior to the date set out in the written notice, the City, in its sole discretion, shall have the right to continue service during the notice period with any alternate vendor procured during the notice period or instruct Contractor to resume services notwithstanding anything herein to the contrary.

26.5 The City shall resume service with Contractor according to the terms of this Agreement after expiration of the notice period, unless Contractor shall provide further written notice of its continuing inability to perform by reason of Uncontrollable Circumstances.

26.6 At any time that Contractor's performance is suspended as set out in this Section, it is understood and agreed by the parties that the City shall not be obligated to Contractor for any or all service interrupted by reason of Uncontrollable Circumstances.

SECTION 27: COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY

During the performance of services in this Agreement, Contractor agrees it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex, race, color, religion, national origin, handicap or disability. The Contractor shall fully comply with Applicable Law, including, but not limited to, posting in conspicuous places, available to employees and applicants for employment, all notices required by Applicable Law.

SECTION 28: DRUG-FREE WORKPLACE

During the performance of this Agreement, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor. For the purposes of this Section, "drug-free workplace" means a site for the performance of services performed in conjunction with this Agreement. The Contractor's employees, in accordance with this Section, are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this Agreement.

SECTION 29: SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION

All representations and warranties of the parties hereto contained in this Agreement, the Contractor's indemnity obligations in this Agreement with respect to events that occurred prior to the termination, Section 20, and all other provisions of this Agreement that so provide shall survive the termination of this Agreement, subject to any statute of limitation provisions of Applicable Law. No termination of this Agreement shall (1) limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination; or (2) preclude either party from impleading the other party in any legal proceeding originated by a third-party as to any matter occurring during the Contract Term to the extent permitted under Applicable Law.

SECTION 30: TITLES OF SECTIONS

Section headings preceding the text of the sections and subsections of this Agreement are for convenience of reference only, and will not affect its meaning, construction or effect.

SECTION 31: AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives and approved by action of the City Commission.

SECTION 32: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or section contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any phrase, sentence, clause, or section of this Agreement is ruled invalid by any court of competent jurisdiction, then the parties will: (1) promptly negotiate a substitute for such phrase, sentence, clause, or section which will, to the greatest extent legally permissible, effect the intent of the

parties in the invalid phrase, sentence, clause, or section; (2) if necessary or desirable to accomplish Item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in substitution for or addition to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision.

SECTION 33: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors and assigns.

SECTION 34: ENTIRETY

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, this Agreement completely and fully supersedes all other understandings and agreements among the parties with respect to such transactions, including those contained in the RFP, the Contractor's Proposal, and any amendments or supplements to the RFP or the Contractor's Proposal. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 35: COUNTERPARTS

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

SECTION 36: DRAFTING RESPONSIBILITY

The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement to the effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

SECTION 37: THIRD PARTY RIGHTS

This Agreement is exclusively for the benefit of the City and the Contractor and will not provide any third parties (with the sole exception of the rights of any third-party City Indemnitees under Section 18) with any remedy, claim, liability, reimbursement, cause of action, or other rights.

SECTION 38: LIQUIDATED DAMAGES

This Agreement provides for the payment by the Contractor of liquidated damages in certain circumstances of non-performance, breach and default. Each party agrees that the City's actual damages in each such circumstance would be difficult or impossible to ascertain

(particularly with respect to the public harm that would occur as a result of such non-performance, breach or default of the Contractor), and that the liquidated damages provided for herein with respect to each such circumstance are a reasonable forecast of the just compensation required to place the City in the same economic position as it would have been in had the circumstance not occurred. Such liquidated damages will constitute the only damages payable by the Contractor to the City in such circumstances of non-performance, breach or default, regardless of legal theory. This limitation, however, is not intended to limit any of the other remedies for breach specifically provided for in this Agreement. The parties acknowledge and agree that the additional remedies specifically provided for in this Agreement are intended to address harms and damages which are separate and distinct from those which the liquidated damages are meant to remedy. In addition, the parties agree as follows: (i) that the liquidated damages payable under this Agreement are not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from the specific circumstances of non-performance or breach; (ii) and that, in recognition of the acknowledgments above, the Contractor is expressly estopped from arguing, and waives any rights it may have to argue, that the liquidated damages provided for herein are a penalty or are otherwise not enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE CITY:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

THE CONTRACTOR:

By: _____

Title: _____

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Authorize a Development Agreement with Salem Avenue, LLC for the sale of surplus property at Salem Avenue and Hampton Avenue - **C. GAULT**

Category: Municipal Order

Staff Work By: Nancy Upchurch, Laura Cowles, Lindsay Parish
Presentation By: Carol Gault

Background Information: Mr. Edward Cooper, through Salem Avenue, LLC, has requested to acquire six City-owned properties located at 1200, 1209, 1215, 1216, and 1219 Salem Avenue and 1200 Hampton Avenue. He currently owns several adjacent properties and proposes combining the parcels to develop a total of fifteen new single-family homes—thirteen on Salem Avenue and two on Hampton Avenue. Construction has already begun on the first home at 1207 Salem Avenue.

The Development Agreement provides for the sale of the six City-owned parcels for \$1.00 each and establishes project requirements and City incentives. The Developer must begin construction activity within 60 days of closing and complete and sell all fifteen homes by August 1, 2029. Homes must generally be sold for no more than \$250,000.

The City will reimburse certain survey, platting, permitting, inspection, zoning, and planning costs, as well as up to the lesser of 5% of the final sale price or \$10,000 per completed and sold home, with a total project cap of \$150,000. The City will also rehabilitate existing sidewalks along Salem and Hampton Avenues as determined necessary by the City Engineer, with the work coordinated with construction to avoid unnecessary damage or repeated work.

The Agreement also requires monthly progress reporting and includes reversionary, repayment, and other protections for the City if the Developer fails to meet the terms of the Agreement or complete the project.

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

If yes, please list the Commission Priority: Addressing the housing shortage and providing affordable housing in the City

Communications Plan:

Funds Available: Account Name: Annexation

Account Number: ED0120

Staff Recommendation: Staff recommends approval of the declaration and sale of the lots located at 1200, 1209, 1215, 1216, and 1219 Salem Avenue, and 1200 Hampton Avenue, contingent upon the execution of a development agreement. The development agreement should establish the terms and conditions for the construction of 15 single-family homes, including construction timelines, provisions for extensions of time, and other applicable development requirements.

In addition, the deed conveying the City-owned properties should include a reversionary clause providing that

ownership of the properties will revert to the City if the developer fails to comply with the terms of the development agreement or otherwise fails to complete the project in accordance with the approved proposal.

Attachments:

1. MO Development Agreement Salem Avenue, LLC
2. FINAL Salem Ave LLC Dev. Agreement
3. SSG2026-00045 Staff Report Salem Ave Properties

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING CERTAIN CITY-OWNED REAL PROPERTY LOCATED ON SALEM AVENUE AND HAMPTON AVENUE AS SURPLUS PROPERTY; AUTHORIZING THE SALE OF SAID PROPERTY TO SALEM AVENUE, LLC; AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE SPECIAL WARRANTY DEEDS AND OTHER DOCUMENTS NECESSARY TO COMPLETE THE CONVEYANCE

WHEREAS, the City of Paducah owns certain real property located at 1200, 1209, 1215, 1216, and 1219 Salem Avenue and 1200 Hampton Avenue in Paducah, Kentucky; and

WHEREAS, Salem Avenue, LLC owns adjacent properties and proposes to combine the City-owned parcels with its existing properties for the development of fifteen (15) new single-family homes; and

WHEREAS, the City-owned properties were advertised for sale by sealed bid, and Salem Avenue, LLC submitted a bid in the amount of One Dollar (\$1.00) per parcel; and

WHEREAS, the City Commission finds that the properties are no longer necessary, appropriate, or in the best interest of the City to retain and should be declared surplus property; and

WHEREAS, the City desires to enter into a Development Agreement with Salem Avenue, LLC establishing the terms and conditions for the conveyance and development of the properties, including construction deadlines, City incentives, progress reporting requirements, and remedies available to the City in the event of nonperformance.

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

SECTION 1. The City Commission hereby declares the City-owned real properties located at 1200, 1209, 1215, 1216, and 1219 Salem Avenue and 1200 Hampton Avenue to be surplus property.

SECTION 2. The City Commission hereby accepts the bid of Salem Avenue, LLC and authorizes the sale and conveyance of the six City-owned parcels to Salem Avenue,

LLC for One Dollar (\$1.00) per parcel, for a total purchase price of Six Dollars (\$6.00), subject to the terms and conditions of the Development Agreement.

SECTION 3. The Mayor is hereby authorized to execute, on behalf of the City of Paducah, the Development Agreement between the City of Paducah and Salem Avenue, LLC, in substantially the form attached hereto and made part hereof (Exhibit A), for the development of fifteen (15) new single-family homes on Salem Avenue and Hampton Avenue.

SECTION 4. The Mayor is hereby authorized to execute Special Warranty Deeds conveying the City-owned parcels to Salem Avenue, LLC, together with any other documents necessary to complete the conveyance and implement the Development Agreement.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
MO\Development Agreement Salem Avenue, LLC

EXHIBIT A



APPLICATION INFORMATION

ADDRESS	1200, 1209, 1215, 1216, 1219 Salem Avenue and 1200 Hampton Ave.
CASE NO.	SOA2026-0005
OWNER	City of Paducah
APPLICANT	Edward Cooper dba Salem Avenue LLC
AGENT	---
REQUEST	Sale of Asset
MEETIGN DATE	July 14, 2026

GENERAL SITE INFORMATION

CURRENT ZONING	R-3
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Conservation
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Paducah Fire, Paducah Police

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-3	Vacant Lots and Residential Housing
SOUTH	R-3	Cemetery
EAST	R-3	Vacant Lots and Residential Housing
WEST	M-1	Vacant Lots and Residential Housing

GENERAL INFORMATION

Mr. Edwards has submitted a request to acquire properties located at 1200, 1209, 1215, 1216, and 1219 Salem Avenue, as well as 1200 Hampton Avenue. He currently owns the properties at 1206, 1207, 1208, 1210, 1211, 1212, 1213, 1214, 1218, and 1221 Salem Avenue, along with 1231 Hampton Avenue.

He proposes reconfiguring four existing 20-foot-wide lots into two larger lots and constructing 15 homes on Salem Avenue. He also plans to construct one home on each of the lots on Hampton Avenue. Construction has already begun on the first home at 1218 Salem Avenue.

ACQUISITION OF THE PROPERTY

The City of Paducah acquired these properties between 2012 and 2019 with the intention of marketing the homes for development of housing. All are currently vacant.

DESCRIPTION OF THE PROPERTY: (Also see Fig. 1 at the end of this document.)

Address	PVA Pin	Lot Size (in linear feet)
1200 Salem Avenue	103-42-09-020	40 X 114
1209 Salem Avenue	103-24-14-016	20 X 114
1215 Salem Avenue	103-24-14-019	20 X 114
1216 Salem Avenue	103-42-09-012	40 X 114
1219 Salem Avenue	103-24-14-020	40 X 114
1200 Hampton Avenue	103-42-12-001	40 X 144

DISPOSITION OF THE PROPERTY

This property was advertised for sale in February 2026, and only one bid was received.

In general, it is in the City's best interest to transfer ownership of underutilized parcels to responsible individuals or entities. Doing so returns the property to the tax rolls while eliminating the City's ongoing maintenance obligations and potential liability associated with ownership.

Property Disposal Method: Sealed Bid.

BID INFORMATION

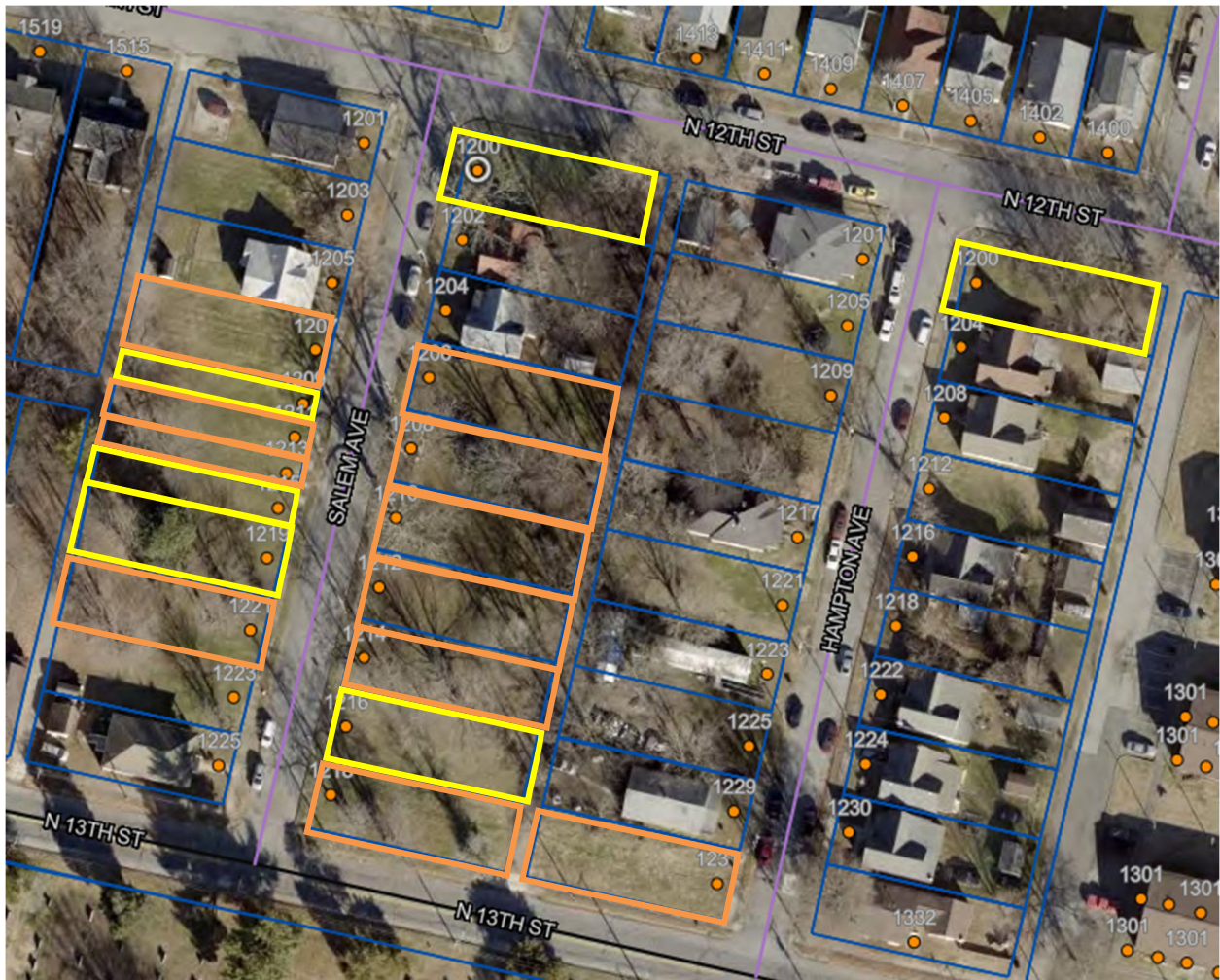
BID #1	Mr. Edward Cooper dba Salem Avenue LLC	Bid Amount: \$1 per lot
	Mr. Cooper has submitted a request to purchase six properties for \$1.00 to combine them with adjacent lots he currently owns and develop 15 new single-family homes. The total investment in the project is expected to exceed \$1.9 million.	
	The proposed development plan requires commencement of the 2 nd home within 60 days and completion and sale of all 15 homes by August 1, 2029.	
	Due to the size and scope of the project, staff recommends entering into a development agreement with Mr. Cooper that extends the City's standard two-year construction completion requirement. The agreement would establish project milestones, construction timelines, and other terms necessary to ensure successful completion of the development.	

STAFF RECOMMENDATION

Staff recommends approval of the declaration and sale of the lots located at 1200, 1209, 1215, 1216, and 1219 Salem Avenue, and 1200 Hampton Avenue, contingent upon the execution of a development agreement. The development agreement should establish the terms and conditions for the construction of 15 single-family homes, including construction timelines, provisions for extensions of time, and other applicable development requirements.

In addition, the deed conveying the City-owned properties should include a reversionary clause providing that ownership of the properties will revert to the City if the developer fails to comply with the terms of the development agreement or otherwise fails to complete the project in accordance with the approved proposal.

Fig. 1: The entire development area is shown. Properties outlined in yellow are the lots that Mr. Edwards proposes to purchase, while properties outlined in orange are those he currently owns.



Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Approve a Memorandum of Understanding Between the City of Paducah, Kentucky, and Chapman Property Development, LLC - **G. GUEBERT**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh
Fowler-Sommer

Presentation By: Greg Guebert

Background Information: Chapman Property Development, LLC and the City of Paducah wish to enter into a Memorandum of Understanding for an Infill Agreement to reimburse costs for eligible public infrastructure related to Melody Lane. On February 10, 2026, the Paducah Board of Commissioners adopted Ordinance 2026-02-8868, accepting the Street Acceptance Plat for Melody Lane and accepting the dedication of public right-of-way and public improvements.

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 and Authorize the Mayor to sign a Memorandum of Understanding between Chapman Property Development, LLC and the City of Paducah for the reimbursement of costs associated with the construction of Melody Lane.

Attachments:

1. ORD – Melody Lane – Chapman Property Development
2. MEMORANDUM OF UNDERSTANDING_Melody Lane
3. Infill Agreement_Melody Lane

ORDINANCE NO. 2026-____-____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND RESIDENTIAL INFILL DEVELOPMENT AGREEMENT WITH CHAPMAN PROPERTY DEVELOPMENT, LLC, FOR THE MELODY LANE DEVELOPMENT

WHEREAS, Chapman Property Development, LLC is developing a multi-family residential development known as Vermont Street Apartments and constructing the public improvements associated with Melody Lane; and

WHEREAS, the City and Chapman Property Development, LLC desire to enter into a Memorandum of Understanding providing for the construction and acceptance of eligible public improvements and the reimbursement of certain eligible costs through a Residential Infill Development Agreement; and

WHEREAS, reimbursement shall be limited to eligible costs actually incurred for the construction of public improvements to be acquired and owned by the City, not to exceed the amount of City ad valorem real property taxes collected from the development during the applicable five-year eligibility period.

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

SECTION 1. The Mayor is hereby authorized to execute a Memorandum of Understanding between the City of Paducah and Chapman Property Development, LLC, relating to the construction of public improvements associated with Melody Lane and the reimbursement of eligible costs associated therewith.

SECTION 2. Upon completion and acceptance of the eligible public improvements in accordance with the Memorandum of Understanding and applicable City requirements, the Mayor is further authorized to execute the Residential Infill Development Agreement between the City of Paducah and Chapman Property Development, LLC, in substantially the form presented to the Board of Commissioners.

Under the Residential Infill Development Agreement, reimbursement shall be limited to the Developer's eligible actual costs and expenses for construction of the eligible public improvements, or the amount of ad valorem real property taxes actually collected and received by the City from the development during the five-year eligibility period, whichever is less.

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

SECTION 4. This ordinance shall have two separate readings and shall become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, September 8, 2026

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *the Paducah Sun*, _____

\\ord\plan\MOU and Residential Infill Agreement – Melody Lane – Chapman Property Development

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (Agreement) made and entered into on the _____ day of _____, 20____, by and between the **CITY OF PADUCAH, KENTUCKY** (the “City” or “City of Paducah”), a municipality of the second class, and **CHAPMAN PROPERTY DEVELOPMENT, LLC**, a Kentucky corporation (the “Developer”).

WHEREAS, the Developer is the present owner of Vermont Street Apartments, as recorded in Plat Sec N, Page 27 in the McCracken County Clerk’s office, located within the corporate boundaries of the City of Paducah upon which Developer proposes to construct a multi-family residential development (the “Property”); and

WHEREAS, the City of Paducah is charged with the responsibility of overseeing the proper and orderly development of vacant properties located within its corporate boundaries and of ensuring the integrity and quality of its existing residential neighborhoods and

WHEREAS, the City of Paducah’s economic well-being is related to and in many respects is dependent upon, sustained growth of its population and tax revenue base through the development of vacant properties and

WHEREAS, the Residential Development (as defined herein) will encourage the development of multi-family housing on vacant, orphaned, or underutilized land located in the mature portions of Paducah where infrastructure and services are in place and

WHEREAS, the Residential Development will encourage infill development that may have been underutilized or blighted, helping to catalyze revitalization and

WHEREAS, the Residential Development will promote the health of the current public school system through increased residential development within the existing City of Paducah School System and

WHEREAS, the Residential Development will help maintain growth through infill development, which encourages a healthy economy and

WHEREAS, the Residential Development will encourage infill residential development, which will increase the population base of the City of Paducah, therefore increasing the possibilities of becoming a designated urbanized area and

WHEREAS, to ensure that the Residential Development will positively impact the entire community, the City and the Developer have reached certain agreements respecting the construction and improvement of the public way known as Melody Lane and wish to reduce the same to writing.

NOW, THEREFORE, in consideration of the foregoing premises, and for other value consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

A. Developer agrees to the following:

1. Develop the Property for the exclusive use as a multi-family residential development and construct and install all public improvements known as Melody Lane per the street acceptance plat recorded in Plat Cab 1, Page 359, approved by the Paducah Board of Commissioners, the site development plans, and stormwater management plan approved by the City Engineer. For purposes of this Agreement, public improvements shall include: streets, sidewalks, curbs, gutters, storm sewers, stormwater conveyance systems, water supply and distribution facilities, sanitary sewer facilities, electric distribution facilities and street lights, and survey monumentation.

2. The use and development of the Property shall be restricted to only multi-family residential units, which covenant shall run with the land and shall be binding on all parties claiming under and through the Developer unless canceled, altered, or amended by writing entered into by the Developer, or its successors, and the City of Paducah.

B. City agrees to the following:

1. In consideration of the commitments and agreement of the Developer set forth above, the City agrees that upon the approval of the final street acceptance plat and acceptance of all public improvements as defined in paragraph A (1) above, the City of Paducah agrees to enter into a residential infill development agreement in substantially the same form as attached hereto as **Exhibit A** (the "Infill Agreement") with the Developer.

2. The Infill Agreement shall evidence the City's agreement to reimburse Developer for the actual and reasonable initial costs and expenses incurred by Developer to construct and install the public improvements known as Melody Lane to be acquired and owned by the City up to an amount not to exceed the total amount of ad valorem real property taxes assessed and collected by the City over a five (5) year period, commencing with the execution of the Infill Agreement, from the Residential Development constructed on the Property. For the purpose of this Agreement, the public improvements to be acquired and owned by the City shall include streets, sidewalks, curbs and gutters, storm sewers, and a stormwater conveyance system located within the public right of way.

3. The City shall have no obligation whatsoever to reimburse the Developer in excess of the total amount of ad valorem real property taxes collected and received by the City during each of the five (5) year periods. Further, the City's obligation to reimburse the Developer shall automatically terminate upon payment in full of all such eligible costs and expenses, or at the end of the five (5)- year period, whichever occurs first.

C. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

1. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns. The Developer shall not assign its rights and obligations hereunder, in whole or in part,

without the prior consent of the City, but in no event shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to City.

2. **Merger Clause.** The parties agree and understand that this Agreement represents the entire and exclusive agreement between the parties and that all prior representations, covenants, warranties, understandings, and agreements are merged herein. This Agreement may only be modified in writing and executed by all parties hereto.

3. **Construction.** This Agreement shall be governed and construed under the laws of the Commonwealth of Kentucky.

4. **Assurances.** The City and the Developer agree to execute such further documents and instruments as necessary to fully implement the terms of this Agreement.

5. **Amendments.** This Agreement may not be modified or amended except in writing and signed by both parties.

6. **Execution and Delivery.** This Agreement shall be of no force or effect unless and until it shall have been executed by both the City and the Developer and approved by the governing body of the City of Paducah.

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

WITNESS parties' signatures as of the year and date first written above.

DEVELOPER:

CITY:

CHAPMAN PROPERTY DEVELOPMENT, LLC

CITY OF PADUCAH, KENTUCKY

By _____

Jim Chapman, Member

By _____

George P. Bray, Mayor

Date: _____

Date: _____

VERMONT STREET APARTMENTS
RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

THIS RESIDENTIAL INFILL AGREEMENT made and executed on this ____ day of _____, 20__, by and between the City of Paducah, Kentucky; a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and Chapman Property Development, LLC, a Kentucky corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Board of Commissioners adopted Ordinance No. _____ authorizing the approval of a Memorandum of Understanding between Chapman Property Development, LLC as Developers and the City of Paducah, which Memorandum of Understanding is dated _____ (the "MOU"); and

WHEREAS, Developer is the owner of a tract of real property, consisting of 3.42 acres of real property, which is located in McCracken County, Kentucky, a document describing real property is set forth in Site Development Plan which is entitled, "Site Development Plan, Vermont Street Apartments for Chapman Property Development, Inc., September 16, 2025, by Jason Goins, a Kentucky Professional Land Surveyor (P.L.S. No. 22038) is attached hereto; and

WHEREAS, Developer has completed all requirements in accordance with the City of Paducah approval for the Developer's development of said tract of property for development purposes per Paducah Code of Ordinances, Chapter 126 Zoning and Chapter 50 Floods, which approval is evidenced by the signed Site Development Plat; and

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

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

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

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

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

WHEREAS, for the reason that such Eligible Public Improvements will become the property of the Government having jurisdictional authority over said improvements' construction, completion, and acceptance, the City is agreeable to reimbursing Developer for the cost and expenses (\$72,950.00 per an Engineer's Estimate prepared by Jason Goins, P.E. and subsequently approved by the City Engineer) incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of same, or the amount of ad valorem real property taxes realized by the City resulting

from the Developer's Development for five (5) years beginning _____, 20____, through _____, 20____ (hereinafter referred to as "Period of Eligibility") the lesser to apply.

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

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

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

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

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

B. Time of Request. The Developer shall only be entitled to make a request for Reimbursement when the Developer has fully completed the construction of any Eligible Public

Improvements. All requests for Reimbursement shall be filed with the City Engineer's Office on or before **April 30** of any calendar year.

C. Request for Reimbursement. Any request for Reimbursement shall be in written form bearing the Developer and Development name as described herein. Each request shall itemize the costs and expenses incurred by the Developer that are eligible for Reimbursement. Such itemization shall first describe the Eligible Public Improvement constructed, accompanied by the Developer's supporting construction documentation attached to each request that verifies the costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements for Reimbursement. The Developer shall also provide the City Engineer with any other documentation requested by the City Engineer which the City Engineer deems necessary or advisable in his review of the request. Each request made by the Developer shall be verified under oath.

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

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

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

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

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

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

4. Enforcement of Agreement. Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

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

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

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

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

6. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

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

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

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

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

E. Amendments. This Agreement may not be modified or amended unless both parties agree and it is evidenced in writing and signed by both parties.

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

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

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

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

I. Effective Date of Agreement. This Agreement shall be effective on the date that the mayor of the City of Paducah executes it and receives the approval of the city's governing body.

J. Assurances. The Developer agrees to execute such further documents and instruments as are necessary to fully implement the terms of this Agreement.

CITY OF PADUCAH

(DEVELOPER).

By: _____

George P. Bray, Mayor, City of Paducah

By: _____

Jim Chapman, Member, Chapman Development, LLC

Date: _____

Date: _____

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

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

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____, (title) on behalf of _____.

My commission expires _____.

Notary Public, State at Large

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Ad Valorem Property Tax Levies - FY2027 - **A. KYLE**

Category: Ordinance

Staff Work By: Audra Kyle, Stephanie Millay

Presentation By: Audra Kyle

Background Information: Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) are proposed to be set as per the attached ordinance.

The City's General Fund real estate tax levy is proposed to be \$.253 per \$100 assessed value (AV), which is the compensating rate. This is a decrease from the prior year's rate of \$.271 per \$100 AV.

The City's General Fund personal tax levy is proposed to be \$.340 per \$100 AV, which is the compensating rate. This is a decrease from the prior year's rate of \$.356 per \$100 AV.

The PJC real estate and personal tax levies are both proposed to be \$.014 per \$100 AV, which is the compensating rate. These are equal to the prior year's rates.

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 proposed 2026-2027 (FY2027) real estate and personal ad valorem tax levies as proposed.

Attachments:

1. Ordinance - Tax Rates FY2027

ORDINANCE NO. 2026-_____-_____

AN ORDINANCE SETTING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES FOR THE PERIOD FROM JULY 1, 2026, THROUGH JUNE 30, 2027, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2026, through June 30, 2027, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty five and 3/10 cents (\$.253) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2026, through June 30, 2027, upon all taxable personal property, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty four and 0/10 cents (\$0.340) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. There is hereby further levied an ad valorem tax of thirty nine and 0/10 cents (\$0.390) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2026, through June 30, 2027, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 4. All taxes levied by Sections 1, 2 and 3 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all

other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2026, through June 30, 2027.

SECTION 5. There is hereby further levied an ad valorem tax of one and 4/10 cents (\$0.014) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2026, through June 30, 2027, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of one and 4/10 cents (\$0.014) on each one hundred dollars (\$100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2026, through June 30, 2027, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2026, through June 30, 2027, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 8. The taxes levied under this ordinance are summarized as follows:

Purpose	Rate per \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.253
Personal Property (except inventory)	\$0.340
Motor Vehicles and Watercraft	\$0.390
PADUCAH JUNIOR COLLEGE:	
Real Estate	\$0.014
Personal Property (except inventory)	\$0.014
Motor Vehicles and Watercraft	\$0.031

SECTION 9. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars (\$2,000.00), the payment shall be due on November 1, 2026, and shall be payable without penalty and interest until November 30, 2026.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2026, and shall be payable without penalty and interest until November 30, 2026.
 - (b) The second half payment shall be due on February 1, 2027, and shall be payable without penalty and interest until March 1, 2027.

SECTION 10. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 11. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners September 8, 2026

Adopted by the Board of Commissioners, October 2, 2026

Recorded by Lindsay Parish, City Clerk, October 2, 2026

Published by *The Paducah Sun*, _____

Ord\Finance\Tax Rate FY2026

Agenda Action Form

Paducah City Commission

Meeting Date: September 8, 2026

Short Title: Amend Multiple Chapters of the Paducah Code of Ordinances to Create the Department of Community Development - **C. GAULT**

Category: Ordinance

Staff Work By: Lindsay Parish, Carol Gault, Steve
Kyle, Michelle Smolen
Presentation By: Carol Gault

Background Information: The proposed ordinance amends the City of Paducah Code of Ordinances to create the Department of Community Development and update related departmental references throughout the Code. The purpose of the reorganization is to improve coordination, efficiency, and service delivery for residents, businesses, property owners, and applicants. The ordinance amends Chapters 2, 18, 34, 42, 46, 54, 82, 102, 106, and 126 of the Code.

The Department of Community Development will coordinate planning, development services, permitting, building inspection, electrical inspection, code enforcement, rental occupancy, and related functions. The ordinance also clarifies the roles and responsibilities of the Building Division, Fire Prevention Division, and other City departments involved in development review, permitting, inspection, and enforcement.

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

If yes, please list the Commission Priority: Quality Housing, Rental Property Occupancy Permitting, Southside Revitalization

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. Ord - Department of Community Development Reorganization

ORDINANCE NO. 2026-____-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, TO CREATE THE DEPARTMENT OF COMMUNITY DEVELOPMENT

WHEREAS, the City desires to reorganize certain development-related functions to improve coordination, efficiency, and service delivery for residents, businesses, property owners, and applicants; and

WHEREAS, the City desires to create the Department of Community Development to coordinate planning, development services, permitting, building inspection, electrical inspection, code enforcement, rental occupancy, and related functions; and

WHEREAS, the City desires to update the Code of Ordinances to reflect the new departmental structure and to replace references to the Department of Planning, Planning Director, and related titles with the appropriate Community Development terminology; and

WHEREAS, the City further desires to clarify the roles and responsibilities of the Building Division, Fire Prevention Division, and other City departments involved in development review, permitting, inspection, and enforcement.

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

Section 1. CHAPTER 2 AMENDMENT. That Chapter 2, Administration, of the Code of Ordinances, of the City of Paducah, Kentucky, is hereby amended as follows:

SECTION 2-211. – Establishment.

The following departments of the City are hereby established under the direction and supervision of the City Manager:

- (1) Administration.
- (2) Finance.
- (3) Human Resources.
- (4) Police.
- (5) Fire.
- (6) Public Works.
- (7) Engineering.
- (8) Parks and Recreation.
- (9) ~~Planning.~~ Department of Community Development.
- (10) Technology.

(11) City Clerk.

(12) Customer Experience.

Sec. 2-301. Chief.

The Chief of the Fire Department shall be the director and active executive head of the Department and all employees shall be subject to the Chief's supervision and control, but during the Chief's absence from the City or inability to perform the duties of office, the Deputy Chief, Assistant Chief, or Battalion Chief of the Fire Department shall have supervision and control of the Department.

Sec. 2-301.5. Administer and implement duties.

The Chief of the Fire Department shall have the responsibility for administering and implementing duties associated with the divisions of administration, suppression, fire prevention, and training.

Sec. 2-591. Designated officials.

- (a) The City does hereby empower the individuals who serve in the hereinafter referenced positions to act in the position of Citation Officers and to have such authority and power as provided in KRS 83A.087.
- (b) The positions which are hereby accorded with the authority of Citation Officer are as follows:
 - (1) Fire Chief.
 - (2) Fire Marshal.
 - (3) Deputy Fire Marshal.
 - (4) Chief Building and Electrical Inspector.
 - (5) Assistant Director of the Building Division
 - ~~(5)~~(6) Deputy Building Inspector.
 - ~~(6)~~(7) Deputy Electrical Inspector.
 - ~~(7)~~(8) Any person who is certified for Building or Electrical Inspection.
 - ~~(8)~~(9) Code Enforcement Officer.
 - ~~(9)~~(10) Parking Control Specialist.
 - ~~(10)~~(11) City Engineer.
 - ~~(11)~~(12) Stormwater and Drainage Engineer.

Sec. 2-316. Fire Prevention Division

There is hereby created a division of the Fire Department headed by the Fire Chief to be known as the Fire Prevention Division. The Fire Prevention Division shall have the responsibility for fire prevention under chapter 46 along with such other duties, functions, and responsibilities as may be delegated by the Fire Chief.

SECTION 2. CHAPTER 18 AMENDMENT. That Chapter 18, Buildings and Building Regulations, of the Code of Ordinances, of the City of Paducah, Kentucky, is hereby amended as follows:

Sec. 18-1. ~~Fire-Prevention Division.~~ Building Division.

(a) There is hereby created a division of the ~~Fire-Department~~ Department of Community Development headed by the ~~Fire-Chief~~ Director of the Department of Community Development to be known as the ~~Fire-Prevention~~ Building Division.

(b) The ~~Fire-Prevention~~ Building Division shall have the responsibility for ~~fire-prevention under chapter 46 and~~ building, electrical, construction, demolition, code enforcement and rental occupancy permits under chapter 42. As a part of those duties, the ~~Fire-Prevention~~ Building Division shall have the responsibility for the following:

- (1) The issuance of permits;
- (2) Building and construction inspection;
- (3) Electrical inspection;
- (4) Codes enforcement, housing, zoning, building, electrical, etc.;
- (5) Maintenance of city records for all construction and property improvement within the City or its jurisdiction;
- (6) Such other duties, functions and responsibilities as may be later delegated by the ~~Fire Chief~~ Director of the Department of Community Development.

Secs. 18-2, 18-3. Reserved.

Sec. 18-4. Stockyards.

- (a) The ~~Fire-Prevention~~ Building Division shall not issue any building permit for the erection of any stockyard within the City limits, unless the plans for the construction of the same have been submitted to and approved by the Board of Commissioners.
- (b) Any structure constructed under the provisions of any building permit issued under authority granted by the Board of Commissioners pursuant to subsection (a) of this section shall not be considered, deemed or declared to be a nuisance except by order or judgment of a court of competent jurisdiction.

Sec. 18-5. Occupancy of uninhabitable buildings; termination of utility service.

- (a) In the event the Fire Chief or designee shall issue a notice of violation together with an order to vacate against any building or structure, any resident or occupant thereof shall immediately vacate such building or structure in conformance with the order to vacate, and no resident or occupant shall thereafter occupy such building or structure until such time that the order to vacate has been rescinded. Additionally, in such event, the Fire Chief or

designee shall have the authority to issue an order to disconnect all utilities (gas, water, power, sewer, telephone, cable) and, upon receipt of such order, the utility company shall disconnect service to the building or structure. Such service shall remain disconnected for so long as the order to vacate remains in force and effect.

- (b) It shall be unlawful for any person to occupy a building or structure which is subject to an order to vacate. In the event any person continues to occupy a building or structure which is subject to an order to vacate, the Fire Chief or designee is authorized to obtain a court order which shall order the forceful removal of such occupant from such building or structure.
- (c) It shall be unlawful for any owner of a building or structure to knowingly permit any person to occupy a building or structure which is subject to an order to vacate. Additionally, such owner shall also secure the building or structure so as to prevent any unauthorized person from occupying the building or structure.

Secs. 18-6—18-30. Reserved.

ARTICLE III. PERMITS AND FEES¹

Sec. 18-61. Issuance of permits; permit fees.

- (a) The Building and/or Electrical Inspector shall, upon their approval of plans and specifications for buildings and structures and components therein, in accordance with the provisions of the building codes adopted by this chapter and all laws and ordinances relating to the same subject matter, issue a permit required by said building codes to the applicant therefor upon the payment to the City of the fees set forth in subsections (e) and (g) of this section based upon the value of construction, alteration or repair of the building or structure, as determined with building valuation data, less the contract price of the electrical contract as determined in subsection (b) of this section and, less the contract price of the HVAC contract as determined by subsection (c) of this section.
- (b) For making electrical inspections as provided in this article, there shall be a charge for electrical contractors, where the contract price can be determined and verified or based upon the value of construction, alteration or repair, as set forth in subsection (f) of this section.
- (c) For making HVAC inspections as provided in this chapter, there shall be a charge for HVAC contractors, based upon the value of initial installation, alteration, replacement and repairs as set forth by the Department of Housing Building and Construction, HVAC division.
- (d) The **Fire Prevention Building** Division shall issue permits for the demolition, wrecking, razing or moving of buildings or other structures, as required by the codes adopted by the City, when the applicant therefor has complied with provisions of the codes adopted by the City and adopted by this Code and all laws and ordinances relating to the same subject matter, and has paid to the City a fee of \$50.00 for one- and two-family dwellings and

\$100.00 for all other uses. All demolition permits shall expire at the end of sixty (60) days. All applicants for a demolition permit shall provide the **Fire Prevention Building** Division a site at which all nonsalvageable materials will be dumped. A certificate of liability insurance in the minimum amount of \$100,000.00 combined single limit for personal injury and property damage shall be required when the building being demolished is within five (5) feet of any building owned by another person. All demolitions shall include all material above and below grade, covered with dirt, seeded and fertilized, except as hereinafter provided. If the slab is touching a party wall, the owner may, instead of removing the slab, provide a solid screening barrier of appropriate size approved by the **Fire Prevention Building** Division, along the portions of the property adjoining rights-of-way. A sewer disconnect permit shall be obtained from the Paducah McCracken County Joint Sewer Agency to cap or plug all sewer connections. All sewer connections related to a permitted demolition shall be properly plugged and inspected by the **Fire Prevention Building** Division prior to abandonment.

(e) Building permit fees for new construction and additions subject to minimum or flat fees below:

- (1) If the value is less than \$35,000.00, the fee shall be \$150.00.
- (2) If the value is more than \$35,000.00, the fee shall be \$150.00 for the first \$35,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.
- (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be \$410.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.
- (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be \$1,610.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.
- (5) If the value is more than \$10,000,000.00, the fee shall be \$11,110.00 plus \$0.50 for each \$1,000.00 thereafter.

One- and Two-Family Residential Building Flat/Minimum Permit Fee Schedule

Work	Flat Fee	Minimum Fee
Accessory buildings	\$60.00	
Swimming pool	\$75.00	
Fence	\$60.00	
Mechanical (venting, gas lines, exhaust, other)	\$60.00	
Renovations/repairs		\$60.00 (g)
Residential generator (fuel gas)	\$75.00	
Decks/patios/skirt walls		\$60.00 (g)

Miscellaneous Permit Fee Schedule

Work	Flat Fee	Minimum Fee
Tents/canopy/stand	\$60.00	
Kiosk		\$60.00 (g)

Property maintenance	\$60.00	
Signs		\$60.00 (g)
Other commercial (remodels, repairs and work not specifically referenced)		\$60.00 (g)

(f) Electrical permit fees subject to minimum or flat fees below:

- (1) If the value is less than \$23,000.00, the fee shall be \$100.00.
- (2) If the value is more than \$23,000.00, the fee shall be \$100.00 for the first \$23,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.
- (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be \$408.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.
- (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be \$1,608.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.
- (5) If the value is more than \$10,000,000.00, the fee shall be \$11,108.00 plus \$0.50 for each \$1,000.00 thereafter.

Miscellaneous Electrical Permit Fee Schedule

Work	Flat Fee	Minimum Fee
Residential accessory buildings		\$60.00 (g)
Residential partial rewire/service upgrade/repairs		\$60.00 (g)
Residential temporary services/manufactured home service		\$60.00 (g)
Residential generator	\$75.00	
Residential pool/hot tub	\$60.00	
Property maintenance (with rewire)	\$100.00	
Property maintenance (without rewire)	\$60.00	
Tents/canopy/stand		\$60.00 (g)
Electric for sign		\$60.00 (g)
Railroad/utility services/kiosk		\$60.00 (g)

(g) Miscellaneous permit fees with \$60.00 minimum:

- (1) If the value is less than \$13,000.00, the fee shall be \$60.00.
- (2) If the value is more than \$13,000.00, the fee shall be \$60.00 for the first \$13,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.
- (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be \$408.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.

- (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be \$1,608.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.
 - (5) If the value is more than \$10,000,000.00, the fee shall be \$11,108.00 plus \$0.50 for each \$1,000.00 thereafter.
- (h) Other fees:
- (1) For each additional inspection trip required to be made due to permittee's failure to comply with all codes and standards of safety, each trip: \$25.00.
 - (2) For all work performed on Sundays, holidays and after regular working hours, at the request of the permittee, all fees heretofore numerated shall be doubled.
 - (3) The ~~Fire Chief~~ Director of Community Development or designee is hereby authorized to and shall have the responsibility for setting a reasonable inspection fee for any wiring, device, apparatus, appliance or equipment which is not specifically covered herein.
- (i) In the event that any construction, razing or moving of any building or structure is commenced before a permit is issued for the same by the ~~Fire Prevention~~ Building Division, a penalty shall be charged for the issuance of a permit in addition to the regular fee, as required by the Kentucky Building and Residential Code.

Sec. 18-63. Occupancy inspection fees.

The ~~Fire Prevention~~ Building Division shall provide inspections for compliance with the Kentucky Building Code and the Kentucky Residential Code adopted by the City, and, whenever the inspections are made for issuing a certificate of occupancy or compliance, whether for new or old construction, except new construction in which compliance with plans and specifications only is sought for which other fees are to be paid, the Inspector shall collect a fee of \$100.00 for inspection of buildings or any part thereof, for the inspection and certificate.

Sec. 18-64. Liability insurance required for house moving.

- (a) Any person applying for a permit to use the streets, alleys and other public ways of the City for the purpose of moving buildings or other structures thereon, which permit is required by the building code, shall obtain and file with the ~~Fire Prevention~~ Building Division, and continue to keep in force until they have furnished the ~~Fire Prevention~~ Building Division with certification in writing that such moving work has been completed, a liability insurance policy conditioned for the benefit of persons suffering injury, loss or damage to their persons or property resulting from any negligence in connection with the use of the streets, alleys and other public ways for the purpose of moving buildings or other structures thereon, or as a result of the negligence of the City, its officers, agents or employees, and such policy shall protect the City against any liability which may be imposed by law upon it by reason of the use of the streets, alleys or other public ways for that purpose. Such policy shall be in the sum of not less than \$100,000.00 for the injury or death of any one (1) person, not less than \$300,000.00 for the injury or death of all persons affected by any one (1) accident, and not less than \$50,000.00 for the benefit of any person who may suffer property damage in any one (1) accident resulting from the use of streets, alleys and other

public ways for the purpose of moving buildings or other structures thereon. The policy of insurance shall, as to the form thereof and the solvency of the insurance company is subject to the approval of the ~~Fire-Prevention~~ Building Division. The ~~Deputy Chief/Fire Marshal of the Fire-Prevention Division~~ Director of the Department of Community Development or their designee is authorized and empowered to surrender for cancellation such liability policy after ~~the Deputy Chief/Fire Marshal has~~ it is determined that the moving of the building or other structure for which the permit is granted has been completed.

- (b) In addition to the above mentioned insurance, no permit to use the streets, alleys and public ways of the City for the purpose of moving buildings or other structures thereon will be issued until the applicant provides a bond on an insurance company licensed to do business in the State, in favor of the City, protecting the City from damage to the streets, alleys and other public ways including, but not limited to, traffic-control devices, in the penal sum of \$100,000.00.

Sec. 18-65. Collection and disposition of fees.

It shall be the duty of the ~~Fire-Prevention~~ Building Division to collect the fees prescribed in this chapter and to promptly remit to the Finance Director the amounts so collected, and the amount of such fees shall be paid into and become a part of the general fund.

Secs. 18-66—18-89. Reserved.

ARTICLE IV. ELECTRICAL WORK

Sec. 18-90. Chief Electrical Inspector and Deputy Electrical Inspector.

- (a) The Chief Electrical Inspector, who shall be an inspector certified by the Department of Housing, Buildings and Construction, shall administer and enforce all of the provisions of the National Electrical Code incorporated in the Kentucky Building Code adopted by section 18-31 and the Chief Electrical Inspector shall further enforce all rules and regulations of the power company servicing the City pertaining to the installation of electrical services.
- (b) In the event of the Chief Electrical Inspector's absence from the City or inability to serve, the ~~Fire-Chief~~ Director of the Department of Community Development shall designate and appoint another employee, who shall be an electrical inspector certified by the Department of Housing, Buildings and Construction, of the City to act as Interim Chief Electrical Inspector during Chief Electrical Inspector's absence or disability, and such Interim Chief Electrical Inspector, in such event, shall have the same powers and perform the same duties as the Chief Electrical Inspector. The Department of Housing, Buildings and Construction shall be notified of a designation of Interim Chief Electrical Inspector within ten (10) days of appointment/designation.
- (c) They shall receive applications for electrical permits required by the electrical code, issue such permits and furnish the prescribed certificates. They shall examine premises for which permits have been issued and make certain all inspections are prosecuted safely.

- (d) The Electrical Inspectors shall be generally informed on the quality of materials, on the prevailing methods of electrical wiring, and on good practice in fire prevention. They shall be in good health, physically capable of making the necessary examinations and inspections of buildings in course of construction. They shall not have any interest whatever, directly or indirectly, in the sale or manufacture of any material, process or device entering into or used in or in connection with building construction.

Sec. 18-91. Reserved.

Sec. 18-92. Inspection and approval of new installations.

It shall be unlawful for any person to conceal electrical wiring until after such wiring has been inspected by the Electrical Inspector and a certificate of approval issued. It shall be unlawful for any electric light or power company to connect with or furnish current to any electrical installation within the corporate limits of the City until such electrical installation has been inspected and a certificate of approval and acceptance issued.

Sec. 18-93. Disconnection of service because of defects in wiring.

(a) *Authority to order disconnection.*

- (1) The Electrical Inspector of the City is hereby empowered to order a discontinuance of electrical power to any building or structure within the City when the wiring or any portion thereof is found to be in violation of the Kentucky Building Code when said violations constitute an immediate hazard to life or property.
- (2) The Electrical Inspector shall serve on the electrical power company a written order stating the address and location to which the power is to be discontinued, and the power shall not be reconnected until approved by the Electrical Inspector.

(b) *Appeals.*

- (1) Any party aggrieved hereby may appeal the decision of the Electrical Inspector to the Building, Electrical and Fire Codes Appeals Board within twenty-four (24) hours of the receipt of written notification of the intention to discontinue electrical service.
 - (2) The Building, Electrical and Fire Codes Appeals Board shall meet within twenty-four (24) hours, excluding Saturdays and Sundays, after receipt of a written appeal. The Building, Electrical and Fire Codes Appeals Board shall make a decision, upholding the decision of the Building and Electrical Inspector or overruling the Building and Electrical Inspector, within twenty-four (24) hours. Either party may appeal the decision of the Building, Electrical and Fire Codes Appeals Board to the Kentucky Board of Housing, Building and Construction. The electrical power company shall not discontinue service until all appeals are exhausted.
- (c) *Reconnection.* In the event electric service has been disconnected or discontinued in any building or structure because of any defects therein necessitating a rewiring of such building or structure or the replacing of any material part of the wiring therein, a certificate of inspection shall be secured from the Electrical Inspector before service is reconnected, but no inspection shall be required nor any certificate of inspection secured in any case where

the removal of a meter has resulted from the voluntary discontinuance of service or change of tenants or occupants in a building where the wiring therein has not thereafter been replaced or renewed.

Secs. 18-94—18-120. Reserved.

ARTICLE V. ADMINISTRATION AND ENFORCEMENT

Sec. 18-121. Chief Building Inspector and Deputy Building Inspectors.

- (a) The Chief Building Inspector, who shall be certified by the Department of Housing, Buildings, and Construction, shall be charged with the duty of administering and enforcing the building code and the standards of safety adopted by this chapter, as well as the provisions of all laws and ordinances relating to the erection, construction, alteration, addition to, repair of, inspection, moving and safety of buildings, structures, signs, fire escapes and other protective devices, and shall pass upon all questions relating to the strength and durability of buildings, structures and materials, and shall examine and approve all plans and specifications therefor before any required permit shall be issued.
- (b) They shall receive applications for building permits required by KRS 198B.060, issue such permits and furnish the prescribed certificates. They shall examine premises for which permits have been issued and make all inspections necessary to see that the provisions of law are complied with and that construction is prosecuted safely.
- (c) The Building Inspectors shall be generally informed on the quality and strength of building materials, on the prevailing methods of building construction, on good practice in fire prevention, and on the accepted requirements for safe exit facilities. They shall not have any interest whatever, directly or indirectly, in the sale or manufacture of any material, process or device entering into or used in or in connection with building construction.
- (d) In the event of the Chief Building Inspector's absence from the City or inability to serve, the ~~Fire-Chief~~ Director of Community Development shall designate and appoint another employee of the City to act as Interim Chief Building Inspector during the Chief Building Inspector's absence or disability, and such Interim Chief Building Inspector, in such event, shall have the same powers and perform the same duties as the Chief Building Inspector.

Sec. 18-122. Reserved.

Sec. 18-123. Building, Electrical and Fire Codes Appeals Board.

- (a) *Established.* There is hereby established and created a Building, Electrical and Fire Codes Appeals Board of the City.
- (b) *Purpose.* The purpose of said Appeals Board is to hear appeals of the decisions of the Inspectors of the Building Division and the officials in the Fire Prevention Division.
- (c) *Membership.* The Appeals Board shall consist of seven (7) members, four (4) of whom shall be technically qualified persons with professional experience related to the building industry and shall be familiar with the Kentucky Building Code, two (2) of whom shall be persons in

the electrical trade knowledgeable with the applicable electrical code, and one (1) utility company official. The members of the Appeals Board shall be appointed by the Mayor, subject to approval of the Board of Commissioners.

(d) *Term of office; vacancies; compensation of members.*

- (1) Three (3) members shall be appointed for a term of three (3) years or until their successors are appointed and qualified.
- (2) Vacancies shall be filled in the same manner as original appointments are made.
- (3) All voting members of the Board shall receive compensation. The Chairperson shall receive \$100.00 per meeting attended. All other voting members shall receive \$75.00 per meeting attended. For the purpose of this section, the Building, Electrical, and Fire Codes Appeals Board will be exempt from occupational taxes. Any member of the Board may voluntarily decline all or part of such compensation or reimbursement, for any reason, by providing written notice to the appropriate official. Such waiver may be prospective or retroactive, may be for a specified period or indefinite, and may be revoked at any time by written notice. A waiver under this section shall not affect the member's status, rights, or duties on the Board. City staff members serving on or assisting the Board in an official capacity shall not receive compensation or reimbursement for attendance at Board meetings.

(e) *A majority of the members of the Appeals Board shall constitute a quorum for all purposes. A decision reached by a majority of the Appeals Board members present at a properly called meeting shall constitute a decision of the entire Board.*

(f) *No local building official or employee of the City shall be appointed to the Appeals Board. No member of the Appeals Board shall hear an appeal in a case in which such member has a financial interest.*

(g) *Any party to a decision by ~~the~~ a Building or Electrical Inspector, or the Fire Prevention Division may appeal that decision to the Appeals Board. Upon receipt of an appeal from a qualified party, the Appeals Board shall convene a hearing to consider the appeal within fifteen (15) days of receipt of the appeal. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by certified mail, no later than ten (10) days prior to the date of hearing. The Appeals Board shall render a decision within five working days after the hearing. The Appeals Board may uphold, amend or reverse the decision of ~~the~~ a Building or Electrical Inspector, or the Fire Prevention Division and there shall be no appeal from the decision of the Appeals Board other than by appeal to the Kentucky Board of Housing, Buildings, and Construction.*

Sec. 18-124. Reserved.

Sec. 18-125. Violations.

Whenever an Inspector within the Building Division or official from the Fire Prevention Division has reasonable cause to believe that any person has violated any provision of this chapter or of any code or standards adopted by this chapter, or of any law or ordinance relating to the construction or wrecking of any building or structure, it shall be such Inspector's duty to cause a warrant to be issued against such person and it shall be the Inspector's duty to render all possible assistance in the prosecution of such charges.

Sec. 18-126. Penalty.

- (a) In accordance with KRS 198B.990, any person who violates any provision of this chapter or the Uniform State Building Code, or any directive or order issued pursuant thereto, shall be guilty of a civil offense and shall be fined not less than \$10.00 or more than \$1,000.00. Each day the violation continues shall constitute a separate offense.
- (b) Any person who shall violate any provision of this chapter, other than violations of the building code, for which no other penalty is provided, shall be fined not less than \$25.00, nor more than \$250.00, or imprisoned for not more than ninety (90) days, or both.
- (c) Any person violating section 8-3 shall be fined not less than \$50.00 and no more than \$250.00 for each offense, and each day's violation shall constitute a separate and distinct offense.

SECTION 3. CHAPTER 34 AMENDMENT. That Chapter 34, Community Planning and Development, of the Code of Ordinances, of the City of Paducah, Kentucky, is hereby amended as follows:

ARTICLE I. IN GENERAL

Sec. 34-1. Penalty.

Any person who violates any provision of this chapter, or any directive or order issued pursuant thereto, shall be guilty of a civil offense and shall be fined not less than \$10.00 nor more than \$1,000.00. Each day the violation continues shall constitute a separate offense.

(Code 1968, § 7-4.1; Code 1996, § 151.99; Code 1997, § 34-1; Ord. No. 80-3-1873, 3-11-1980)

State law reference(s)—Penalty for ordinance violations, KRS 83A.065.

Secs. 34-2—34-30. Reserved.

ARTICLE II. DEPARTMENT OF ~~PLANNING~~ COMMUNITY DEVELOPMENT

Sec. 34-31. Established.

There is hereby created a Department of ~~Planning~~ Community Development for the City. The Department of Community Development shall consist of the Planning Division and the Building Division, together with such other programs, functions, and personnel as may be assigned to the Department by the City Manager.

Sec. 34-32. Duties.

- (a) The Department of ~~Planning~~ Community Development shall have responsibility for:
 - (1) Coordination of the City's workable overall community development program;
 - (2) Coordination and administration of federally assisted projects pertaining to ~~planning,~~ community development ~~grants-administration~~ and housing;
 - (3) Coordination of interdepartmental review of development projects, including communication among City departments, outside agencies, applicants, and other parties involved in planning, zoning, permitting, inspections, infrastructure, utilities, building, and code compliance matters;
 - (4) Administration and enforcement of building, electrical, property maintenance, nuisance, rental occupancy, zoning and other applicable codes and ordinances assigned to the Department;
 - (5) Such other duties, functions and responsibilities as may be later delegated by the City Manager.
- (b) The Department shall be under the management of the Director of ~~Planning~~ Community Development and will direct the functions and supervise the personnel of such subdepartments as community development, ~~grants-administration,~~ development services, building inspection, electrical inspection, code enforcement, rental occupancy, housing, and planning.

Sec. 34-33. Director.

There is hereby created the position of Director of the ~~Planning~~ Department of Community Development, who shall be the head of the Department. The Director shall be appointed by the Board of Commissioners and shall be under the direction of and responsible to the City Manager.

Secs. 34-34—34-50. Reserved.

ARTICLE III. RESERVED

Secs. 34-51—34-70. Reserved.

ARTICLE IV. HISTORIC BUILDINGS

Sec. 34-71. Purpose and intent.

It is the intent of this article to regulate the demolition of buildings in areas listed on the National Register of Historic Places and other structures which are considered significant to the stabilization of historic districts and which are hereinafter identified. This article is intended to protect against demolition of structures and premises designated to be of substantial historical and/or architectural significance or to be considered significant to the stabilization of historic districts unless substantial economic development and redevelopment would be impeded.

Sec. 34-72. Certificate of Demolition required for redevelopment of historic properties and redevelopment in historic areas including structures considered significant to the stabilization of historic districts.

The ~~Fire Prevention~~ Building Division shall not issue a demolition permit for any structure designated in either section 34-80 or 34-81 until a Certificate of Demolition has been approved by a committee (hereinafter referred to as "Committee") consisting of the Director of ~~Planning~~ Community Development, the Chief Building Inspector and the Chairperson of the Historical and Architectural Review Commission. (HARC). Any action by the Committee may be appealed by an interested party to the Board of Commissioners.

Sec. 34-73. Failure to obtain or comply with Certificate of Demolition; stop work orders.

- (a) In the event that the Committee finds that demolition work is being performed without the required certificate of demolition, the ~~Committee shall ask the Fire Prevention Division to~~ Building Division shall issue a stop work order. The Building Division may cite violators to the District Court.
- ~~(b) In the event work is performed which is not in accordance with the Certificate of Demolition, the Fire Prevention Division shall issue a stop work order, and the Fire Prevention Division may cite violators to the District Court.~~
- (c) Upon issuance of a stop work order all work shall cease on the designated property. No additional work shall be undertaken as long as the stop work order continues in effect. The City may, in addition to other available remedies, apply to the Circuit Court for an injunction to enforce the stop work order.

Sec. 34-74. Application for Certificate of Demolition.

- (a) Each application for a Certificate of Demolition submitted to the Director of ~~Planning~~ Community Development shall contain the applicant's plans for redevelopment on the property and shall provide drawings of the proposed improvements, and photographs of existing buildings or structures and adjacent properties.
- (b) The Committee shall make a decision on the application within thirty (30) days after the completed application is received by the Director of ~~Planning~~ Community Development. The decision shall be in writing, setting forth the reasons for approving or denying the Certificate of Demolition.

Sec. 34-75. Guidelines for issuance of Certificate of Demolition.

In making a decision on an application for the demolition of a building listed in section 34-80 or 34-81, the Committee shall use the following general guidelines and the guidelines adopted for landmark and historic districts contained in the zoning chapter of the City (section 126-115).

The Committee shall consider:

- (1) The effect of proposed demolition on the location for which that demolition is requested.
- (2) Relationship between the demolition and other structures in the landmark site, historic district, or other structures considered significant to the stabilization of historic districts. In evaluating the effect and relationship, the Committee shall consider historical and architectural significance, architectural style, design, and arrangement. The Certificate from the Committee shall not relieve the property owner from complying with the requirements of other State and local laws and regulations.
- (3) The development plan of the owner and the effect of the development on the City or area of the City in which the property is located.

Sec. 34-76. Appeal from decision of Committee.

- (a) Any interested party may appeal the decision of the Committee to the Board of Commissioners within fifteen (15) days by filing a notice with the Director of **Planning Community Development** and the City Clerk. The Board of Commissioners shall review, approve or disapprove the decision of the Committee within sixty (60) days.
- (b) The Board of Commissioners may suggest modifications to the application and may then approve a certificate of demolition provided for in the revisions of the plans submitted. If the Board does not act within the sixty (60) day period, the decision of the Committee shall be final.

Sec. 34-77. Appeal from decision of Board of Commissioners.

The applicant shall have an appeal to the Circuit Court from a decision of the Board of Commissioners on application for a Certificate of Demolition.

Sec. 34-78. Economic hardship.

- (a) For buildings listed in section 34-80 or 34-81, the Committee shall study the questions of economic hardship for the applicant and shall determine whether the site can be put to reasonable beneficial use without the approval of the demolition application. In the case of an income-producing building, the Committee shall also determine whether the applicant can obtain a reasonable return from the existing building. If the applicant is claiming that denial of the Certificate of Demolition amounts to a taking of the property without just compensation, the applicant shall so state in the application with all reasons supporting said claim.
- (b) For buildings listed in section 34-80 or 34-81, if economic hardship or lack of reasonable return is not proved, the Committee shall deny the application unless the Committee finds:

- (1) That the benefit from the economic development of the site exceeds the historical and architectural value; and
- (2) The developer has stated that development will commence within six (6) months, and in that event the application shall be approved.

Sec. 34-79. Correction of dangerous conditions.

- (a) In any case where the Fire Inspector and the Chief Building Inspector determines that there are emergency conditions, dangerous to life, health and property, affecting a site contained in section 34-80 or 34-81, they may order the remedying of these conditions without approval of the Board.
- (b) When possible, preference should be given by the Fire Inspector and Chief Building Inspector to stabilization as allowed by the property maintenance code, rather than demolition, as the means for correcting the dangerous conditions.

Sec. 34-80. Historic properties designated.

The location of properties to be controlled by sections 34-71 through 34-79 are:

- (1) Petter Headquarters, 117 S. First Street;
- (2) Freight Depot, Bauchuss-Johnston Brokerage, 300 S. Third, 310 S. Third;
- (3) Sinnot Hotel, 201 Broadway;
- (4) Citizens Bank Building, 333 Broadway;
- (5) St. Mary Academy Complex, 225 N. Fourth and 218 N. Fifth;
- (6) Elks Lodge, 121 N. Fifth;
- (7) Columbia Theatre, 510—514 Broadway;
- (8) Arcade Theatre, 500—508 Broadway;
- (9) St. Francis deSales Church, 540 Broadway;
- (10) Irvin Cobb Hotel, 600—606 Broadway, 105 S. Sixth;
- (11) Tilghman House, 631 Kentucky Avenue;
- (12) Old National Bank Building, 300 Broadway;
- (13) Downtown Historic District;
- (14) Market House Square Historic District;
- (15) Lower Town Historic District;
- (16) Fountain Avenue Historic District;
- (17) Jefferson Street Historic District;
- (18) Wallace Park Historic District.

Sec. 34-81. Historic areas and areas considered significant to the stabilization of historic districts designated.

(a) The area of properties to be controlled by sections 34-71 through 34-79 are as follows:

Beginning at a point located at the intersection of the south right-of-way line of Jefferson Street and the west right-of-way of North First Street; thence in a westerly direction along the south right-of-way line of Jefferson Street to a point located at the intersection of the south right-of-way line of Jefferson Street and the west right-of-way line of North Fourth Street; thence in a northerly direction along the west right-of-way line of North Fourth Street to a point located at the intersection of the west right-of-way line of North Fourth Street and the south right-of-way line of Monroe Street; thence in a westerly direction along the south right-of-way line of Monroe Street to a point located at the intersection of the south right-of-way line of Monroe Street and the east right-of-way line of North Seventh Street; thence in a southerly direction along the east right-of-way line of North Seventh Street to a point located at the intersection of the east right-of-way line of North Seventh Street and the south right-of-way line of Jefferson Street; thence in a westerly direction along the south right-of-way line of Jefferson Street to a point located at the intersection of the south right-of-way line of Jefferson Street and the east right-of-way line of North Eighth Street; thence in a southerly direction along the east right-of-way line of North Eighth Street to a point located at the intersection of the east right-of-way line of North Eighth Street and the north right-of-way line of Broadway; thence in an easterly direction along the north right-of-way line of Broadway to a point located at the intersection of the north right-of-way line of Broadway and the east right-of-way line of North Seventh Street; thence in a southerly direction, crossing Broadway along the east right-of-way line of South Seventh Street to a point located at the intersection of the east right-of-way line of South Seventh Street and the north right-of-way line of Clark Street; thence in an easterly direction along the north right-of-way line of Clark Street to a point located at the intersection of the north right-of-way line of Clark Street and the west right-of-way line of South Sixth Street; thence in a northerly direction along the west right-of-way line of South Sixth Street to a point located at the intersection of the west right-of-way line of South Sixth Street and the north right-of-way line of Kentucky Avenue; thence in an easterly direction along the north right-of-way line of Kentucky Avenue to a point located at the intersection of the north right-of-way line of Kentucky Avenue and the east right-of-way line of South Third Street; thence in a southerly direction along the east right-of-way line of South Third Street to a point located at the intersection of the east right-of-way line of South Third Street and the north right-of-way line of Clark Street; thence in an easterly direction along the north right-of-way line of Clark Street, if extended, to the intersection of the north right-of-way line of Clark Street and the west right-of-way line of the floodwall; thence in a northeasterly direction along the west right-of-way line of the floodwall to the intersection of the west right-of-way line of the floodwall and the west right-of-way line of South First Street; thence in a northerly direction along the west right-of-way line of South First Street crossing Broadway to the intersection of the west right-of-way line of North First Street and the south right-of-way line of Jefferson Street; thence to the point of beginning.

JEFFERSON STREET-FOUNTAIN AVENUE

RESIDENTIAL DISTRICT VERBAL BOUNDARY DESCRIPTION

Beginning at a point at the north-west corner of 14th Street and Jefferson Street, the boundary of the Jefferson Street-Fountain Avenue Residential District runs north along 14th Street to the southwest corner of 14th and Madison Street, from there it runs west along Madison to the rear of 406 Fountain Avenue, from there it runs north along the rear of 406, 408 and 410 Fountain Avenue. It then runs west along the alley a distance of one hundred fifty (150) feet to the rear of 418 Fountain Avenue. Then it turns north along the rear of 418, 432 and 434 Fountain Avenue to Harrison Street, then it runs west along Harrison Street to the rear of 1700 Fountain Avenue, here it turns south and runs south along the rear of 412 and 419 Fountain Avenue, here it turns west and runs to the rear of 415 Fountain Avenue and 1701 Madison Street, then it runs south along the westerly boundary of 1701 Madison Street to Madison Street, from there it continues west along Madison to the rear property line of 327 Fountain Avenue, here it turns south and runs along the property lines of the properties facing Fountain Avenue to Monroe Street, from there it continues south along the alley behind the properties facing Fountain Avenue. At the intersection of the Fountain and Jefferson Street alleys, the boundary turns west and runs along the alley rear to the northside Jefferson Street properties all the way to 28th Street, here it turns south and runs along 28th Street to the alley at the rear of the southside Jefferson Street properties, here it turns east and it runs along the alley to the 2220 block of Jefferson, here the boundary deviates to include the Ritz Hotel at 22nd and Broadway. The boundary continues at the Jefferson Street alley and runs east to 20th Street where it turns south and runs to the northwest corner of 20th and Broadway, from there it runs west along Broadway to the northeast corner of 19th and Broadway, from there it runs north and turns west at the alley, here it follows the alley to the intersection of the Fountain Avenue and Jefferson Street alleys, where it runs south to Broadway, here it turns east and runs along Broadway to the northeast corner of Broadway and Fountain Avenue, from there it runs north and then turns east to run along the alley at the rear of the southside Jefferson Street properties. At 16th Street the boundary turns south and runs to the northeast corner of 16th and Broadway, here it runs east along Broadway to the southeast property boundary of 1331 Broadway, from there it turns north and runs to Jefferson Street from there it turns west and runs along Jefferson Street to the beginning point.

Secs. 34-82—34-100. Reserved.

ARTICLE V. HOME RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Sec. 34-101. Adoption.

- (a) The City hereby approves and adopts a Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974, as amended.
- (b) The Mayor is hereby authorized and directed to execute the Residential Anti-Displacement and Relocation Assistance Plan as set out in subsection (a) of this section. A copy of this Plan is hereby adopted by reference and made a part of this Code as if fully set forth herein.

Secs. 34-102—34-120. Reserved.

ARTICLE VI. URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY²

Sec. 34-121. Established.

The Urban Renewal and Community Development Agency of Paducah, hereinafter referred to as the URCDA, was established by Resolution on February 23, 1960 by the City of Paducah. (Ord. No. 2025-10-8858, § A, 10-2-2025)

Sec. 34-122. Composition; term; meetings; and compensation.

- (a) *Generally.* The URCDA shall consist of a total of five (5) residents within city limits of the City of Paducah as members who shall be appointed by the Mayor with the approval of the Board of Commissioners in conformity with applicable law.
- (b) *Terms.* Three (3) of the members who are first appointed shall be designated to serve for terms of one (1), two (2) and three (3) years respectively, and the remaining two (2) of such members shall be designated to serve for terms of four (4) years each, from the date of their appointment as indicated in KRS 99.350. Any appointments heretofore made for a term of five (5) years are hereby confirmed and declared to be appointments for a term of four (4) years from the date of such appointment. Thereafter, members shall be appointed as aforesaid for a term of office of four (4) years, except that all vacancies occurring during a term shall be filled for the unexpired term. A member shall hold office until his successor has been appointed and qualified. The term of each URCDA member, except for the initial term, shall be for a staggered four (4) year term. A member shall hold office until a successor has been appointed and qualified.
- (c) *Meetings.* The URCDA shall hold at least one (1) regular meeting per month at City Hall on a day and time determined by URCDA.
- (d) *Compensation.* All voting members of the Board shall receive compensation. The Chairperson shall receive \$100.00 per meeting attended. All other voting members shall receive \$75.00 per meeting attended. For the purpose of this section, the URCDA will be exempt from occupational taxes. Any member of the Board may voluntarily decline all or part of such compensation or reimbursement, for any reason, by providing written notice to the appropriate official. Such waiver may be prospective or retroactive, may be for a specified period or indefinite, and may be revoked at any time by written notice. A waiver under this section shall not affect the member's status, rights, or duties on the Board. City staff members serving on or assisting the Board in an official capacity, and ex-officio City Commission members, shall not receive compensation or reimbursement for attendance at Board meetings.

Sec. 34-123. Powers and authority.

The powers, functions and duties of the URCDA and its authority shall be in conformity with KRS 99.330 to 99.510, as amended from time to time.

Secs. 34-124—34-130. Reserved.

ARTICLE VII. ROOF STABILIZATION ASSISTANCE PROGRAM

Sec. 34-131. Title.

This article shall be known and may be cited as the "Roof Stabilization Assistance Ordinance of the City of Paducah."

Sec. 34-132. Purpose.

This article is intended to establish and facilitate roof replacement and roof rehabilitation by property owners within the Downtown Historic District (Map #1) to combat roof problems that endanger the general health, safety and welfare of the inhabitants and visitors to the area within the Historic District that has been placed on the National Registry.

Sec. 34-133. 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:

Project Manager means the Director of **Planning Community Development** or designee.

Qualified roofing contractor means a contractor that has been approved by the Department of **Planning Community Development** and has installation certification from the manufacturer.

Roof stabilization means the restoration of a deficient or substandard roof to provide a water tight roof system free of leaks including all necessary flashing, decking repair, rafters, gutters, downspouts, and roof/attic ventilation to ensure the longevity of the roof system.

URCDA means the Urban Renewal and Community Development Agency.

Sec. 34-134. General provisions.

Eligibility.

- (1) Applications for a grant under the Program will be reviewed by the Project Manager upon the criteria outlined herein to determine eligibility.
- (2) All property receiving the financial assistance under the Program shall be located within the Downtown Historic District (Map #1).
- (3) Program parameters include:
 - a. The Program will target structures in need of roof stabilization.
 - b. Third party construction estimates by a qualified roofing contractor and owner's proof of financial ability to complete the project will be required.
 - c. Each grant shall not exceed fifty (50) percent of the total roof stabilization costs, or fifty (50) percent of funds allocated to the program for the budget year.

- d. A city letter of financial commitment will be given to the owner upon final approval of the grant by URCDA.
- e. Eligible roof stabilization improvements must be permanent. Eligible roof improvements shall include, but not limited to a water tight, sustainable leak proof roofing system.
- f. All work shall meet or exceed industry standards for roof repair/replacement and comply with all applicable building codes.
- g. The owner agrees to expend program funds or obtain a building permit through the ~~Fire Prevention~~ Building Division by June 1 following the award by the URCDA.

Sec. 34-135. Administration.

(a) *Staff.*

- (1) The Project Manager shall perform the following duties:
 - a. Preparation of the necessary applications, financial statements, a summary of the commitments to the rules and regulations of the program, and such other forms to be executed in administering the program. The appropriate forms shall include, along with other data deemed appropriate, Roof Stabilization Assistance Program application, proof of ownership, financial qualifications and deed restrictions.
 - b. Review the eligibility of the applicant based on the requirements of this article, review the data provided on the forms required as part of the application procedure and make a recommendation to the URCDA.
 - c. Providing limited technical assistance to applicants.
 - d. Maintain a list of approved contractors based upon satisfactory references on past work performed.
 - e. Determine whether the proposed work to be performed meets the parameters of this article and whether the cost to complete that work is reasonable. Said determination shall be in writing and kept on file as part of the application.
 - f. Conduct appropriate, periodic inspections of the work being done and, when satisfactorily completed, issue a certificate of compliance bearing the date the certificate was issued. A copy of this certificate shall be kept as part of the file.

(b) *Funding.*

- (1) The City may make annual budgetary appropriation as it deems necessary to fund the program established by this article and the administrative costs associated therewith.

Sec. 34-136. Procedures for making application, review and approval.

(a) *Application.*

- (1) Applications will only be accepted after a Request for Application public notice has been published in the Paducah Sun. Third party construction estimates and proof of financial ability from a qualified financial institution will be required.
 - (2) Applications and other required forms shall be made available at the Department of Planning Community Development . Technical assistance shall be available from that office to assist applicants in completing and submitting an application. There shall be no fee for filing an application.
 - (3) Applications for assistance where the property owners have received insurance proceeds for the same work will not be accepted.
- (b) *Review.*
- (1) The Project Manager shall determine the completeness of the application. Incomplete applications will not be processed.
 - (2) Upon a determination of completeness, the Project Manager shall make a determination as to whether the applicant meets the eligibility criteria under the Program.
 - (3) Upon a determination that the applicant is eligible under the Program, the Project Manager shall forward the application to the Urban Renewal and Community Development Agency (URCDA) for consideration.
 - (4) The URCDA will review rankings in accordance with the following criteria to determine applicant's eligibility.
 - a. Urgency of roof stabilization: twenty-five (25) percent.
 - b. Contributing structure on the National Register of Historic Places: twenty-five (25) percent.
 - c. Historic relationship to adjacent structures: twenty-five (25) percent.
 - d. Capital commitment of owner to rehabilitate remaining structure: twenty-five (25) percent.
 - (5) URCDA will have the authority to approve all projects that do not exceed \$50,000.00 in roof stabilization funds. Projects in excess of \$50,000.00 of roof stabilization funds will be forwarded to the City Commission for approval.
 - (6) Grant awards will be given based on availability of funds.
- (c) *Property owners obligations upon grant approval from the City.* Property Owner shall deliver to the Project Manager the following documents in fully executed form:
- (1) A duly executed contract between the Property Owner and the approved contractor outlining the roof work to be performed, the cost to be incurred, including an amount for retainage to ensure the acceptable completion of the construction, and the time of performance. This contract must be reviewed by, and acceptable to the Project Manager.
 - (2) Any other documents which may be requested by the City upon approval.
- (d) *Disbursement of grant.*

- (1) Subject to the terms and conditions hereinafter provided, the property owner shall be entitled to draw proceeds from the grant when one hundred (100) percent of rehabilitation work has been completed. Under no circumstance will funds be advanced. However, notwithstanding the foregoing, disbursement shall only be made when the following condition precedents shall have been satisfied:
 - a. The Property Owner shall submit for the Project Manager's review a written request for reimbursement. The written request shall be signed by both the approved contractor and the Property Owner.
 - b. The Property Owner shall provide to Project Manager a certification executed by the approved contractor which shall certify the aforesaid costs incurred in the construction process have been paid in full.
 - c. At the request of the Project Manager, the Property Owner shall provide to the Project Manager interim mechanics or materialmen lien waivers to be executed by the approved contractor, subcontractors, materialmen and/or their employees or agents.
 - d. The Project Manager has verified that the construction is in accordance with building and construction plans and specifications.
 - e. The Property Owner has complied with the terms of this article.
 - f. The Property Owner must require the contractor to provide a ten (10) year minimum warranty plus an additional ten (10) year manufacturer's warranty for all work completed.
 - (2) In the event all of the foregoing condition precedents are fully satisfied, the Project Manager shall within ten (10) business days following date of request remit directly to the approved applicant the permitted amount of draw.
 - (3) In the event all of the foregoing condition precedents are not fully satisfied, the Project Manager shall have the right, at the Project Manager's discretion, to refuse the request in total until such time as all condition precedents are satisfied, or pay such portion of the request that the Project Manager deems appropriate. Additionally, the Project Manager shall have the right to pay the grant proceeds directly to any creditors who have provided labor or materials for the construction or the rehabilitation work, which payments shall be deemed for and in behalf of the Property Owner and as a part of the grant hereunder. The Project Manager's determination shall be binding and final upon the Property Owner and the approved contractor.
- (e) *Issuance of Certificate of Completion.* Following completion of the work, the Project Manager shall inspect the roof and structure and certify whether or not the work has been satisfactorily completed. If the work is sufficient, a Certificate of Completion shall be issued.
- (f) *Emergency roof stabilization.*
- (1) If it is determined by the Program Manager after review by the Deputy Fire Chief that a structure is in need of emergency roof stabilization, the Program Manager may utilize Roof Stabilization Assistance Program funds for the stabilization of the roof. The Program Manager shall review the following criteria to determine project eligibility.

- a. The structure is located within the program area (Map #1). A copy of the map can be found in the City offices.
 - b. The structure is a contributing structure on the National Register of Historic Places.
 - c. Without emergency roof stabilization, the roof would be in danger of collapse.
 - d. Without emergency roof stabilization, the roof would further decay resulting in increased demand for utilization of the Roof Stabilization Assistance Program funds.
- (2) The City Commission shall review emergency roof stabilization projects in excess of \$20,000.00. In the event emergency roof stabilization funds are awarded to a property, the City reserves the right to place a lien on the property for the amount of the assistance provided. The emergency funding must be expended by the property owner within three (3) months of approval.
 - (3) The City shall have the right to assess against the property owner all costs incurred by the City in the completion of the necessary repairs, and, additionally, the City shall have a lien against the property benefited by the repairs.

Secs. 34-137—34-150. Reserved.

ARTICLE VIII. UPPER STORY RESIDENTIAL GRANT PROGRAM (USRG)

Sec. 34-151. Title.

This article shall be known and may be cited as the Upper Story Residential Grant Program (USRG) Ordinance of the City of Paducah.

Sec. 34-152. Purpose.

This article is intended to facilitate new residential units on the upper floors of new or existing structures by property developers within the Historic Downtown (Map #1). It will encourage the inhabitation of this unused space within the downtown area and serve as a catalyst to preserve the structures that give downtown Paducah its unique sense of place.

Sec. 34-153. 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:

Project Manager means the Director of **Planning Community Development** or designee.

Upper story residential unit means a self-contained housing unit that occupies only part of a building.

URCDA means the Urban Renewal and Community Development Agency.

Sec. 34-154. General provisions.

Eligibility.

- (1) Applications for a grant under the Program will be reviewed by the Project Manager upon the criteria outlined herein to determine eligibility.
- (2) All property receiving the financial assistance under the Program shall be located within the Historic Downtown (Map #1).
- (3) Program parameters include the following:
 - a. The USRG Program will target structures that have vacant upper stories or upper stories that are part of new construction.
 - b. The grant portion of the project must be for the interior renovation of an existing building only or the construction of new upper story residential units.
 - c. All required permits (i.e., zoning, building, etc.) must have been obtained and the property must be free of liens held by the City and all property taxes must be paid.
 - d. Third party construction estimates by a qualified contractor and developer's proof of financial ability to complete the project will be required.
 - e. Each grant shall not exceed twenty (20) percent of the total upper story residential rental unit rehabilitation costs or fifteen (15) percent total upper story residential owner-occupied unit rehabilitation costs. A maximum of \$15,000 per upper story residential rental unit will be allocated.
 - f. A City letter of financial commitment will be given to the developer upon final approval of the grant by URCDA or City Commission.
 - g. Eligible buildings shall have, upon completion of project, a sustainable leak proof roofing system.
 - h. All projects shall comply with all applicable building codes.
 - i. All projects shall be completed within one (1) year of the date that the grant is awarded. Any extension beyond one (1) year must be requested by the developer and approved by the URCDA.
 - j. Proof of builders risk insurance must accompany each application.
 - k. Sketches, drawings, architectural plans, Photoshop renderings or other similar visuals that will provide the ~~Main Street Design Committee and~~ URCDA with sufficient information to evaluate the improvements being proposed.
 - l. A sample board that shows proposed materials and finishes must accompany the application.
 - m. All projects funded by the USRG shall meet the following minimum required materials and finishes:
 1. Walls/interior: The interior should be of a finished quality. Materials should be exposed brick, finished plaster or smooth finished sheetrock with

baseboard, crown and door moldings as appropriate to the design of the space.

2. Floors: Refinished or new installed hardwoods, cork, bamboo, minimum eight (8) millimeter laminates, floating or engineered floors, polished, stained or sealed concrete, ceramic tiles or stone in baths and kitchens. No vinyl flooring.
3. Countertops: Solid surface, stone, granite, sealed concrete, or stainless steel. No laminate.
4. Appliances: Appliances should be new and energy-star rated.
5. Windows: Windows should be treated according to the Secretary of the Interior Standards and efforts should be made to make them as energy efficient as possible.
6. Hardware: Faucets, cabinet hardware and light fixtures should be either of new and higher quality or be refurbished vintage fixtures of higher quality.

Sec. 34-155. Administration.

(a) *Staff.*

(1) The Project Manager shall perform the following duties:

- a. Preparation of the necessary applications, financial statements, a summary of the commitments to the rules and regulations of the program, and such other forms to be executed in administering the Program. The appropriate forms shall include, along with other data deemed appropriate, Upper Story Residential Grant Program application, verified proof of all ownership interests and financial qualifications.
- b. Review the eligibility of the applicant based on the requirements of this article, review the data provided on the forms required as part of the application procedure and make a recommendation to the URCDA.
- c. Maintain a list of approved contractors based upon satisfactory references on past work performed.
- d. Determine whether the proposed work to be performed meets the parameters of this article and whether the cost to complete that work is reasonable. Said determination shall be in writing and kept on file as part of the application.
- e. Conduct appropriate, periodic inspections of the work being done and, when satisfactorily completed, issue a certificate of compliance bearing the date the certificate was issued. A copy of this certificate shall be kept as part of the file.

(b) *Funding.*

- (1) The City may make annual budgetary appropriation as it deems necessary to fund the Program established by this article and the administrative costs associated therewith.

Sec. 34-156. Procedures for making application, review and approval.

(a) *Application.*

- (1) Applications will only be accepted as funds are available. Third party construction estimates and proof of financial ability from a qualified financial institution will be required.
- (2) Applications and other required forms shall be made available at the Department of **Planning Community Development**. Technical assistance shall be available from that office to assist applicants in completing and submitting an application. There may be no fee for filing an application.

(b) *Review.*

- (1) The Project Manager shall determine the completeness of the application. Incomplete applications will not be processed.
- (2) Upon a determination of completeness, the Project Manager shall make a determination as to whether the applicant meets the eligibility criteria under the Program.
- (3) Upon a determination that the applicant is eligible under the Program, the Project Manager shall forward the application to the Main Street Design Committee if it is determined that the exterior portions of the structure that are ordinarily visible from the public right-of-way are being altered. The Design Committee shall make design recommendations to the applicant within fifteen (15) days of receipt of the application and forward the application to the URCDA. If the Design Committee fails to review and forward the URCDA within fifteen (15) days, the application will be forwarded directly to the URCDA for review by the Project Manager.
- (4) Upon a determination that the applicant is eligible under the Program, and no exterior modifications are being completed that are visible from the public right-of-way, the Project Manager shall forward the application to the Urban Renewal and Community Development Agency (URCDA) for consideration.
- (5) If multiple applications are received, the Project Manager will review rankings in accordance with the following criteria to determine the applicant's eligibility:
 - a. Total private investment of residential rehabilitation project: twenty-five (25) percent.
 - b. Contributing structure on the National Register of Historic Places: twenty-five (25) percent.
 - c. Rehabilitation in compliance with the National Parks Secretary of the Interiors Standards: twenty-five (25) percent.
 - d. Capital commitment of developer to rehabilitate remaining structure (facade, roof, retail space): twenty-five (25) percent.
- (6) Project Manager shall have the authority to approve all multi-unit projects that do not exceed \$60,000.00 in Upper Story Residential Grant funds. Projects in excess of

\$60,000.00 of Upper Story Residential Investment Grant funds will be forwarded to the City Commission for approval.

(7) Grant awards may be given based on availability of funds.

(c) *Property Developers obligations upon grant approval from the City.* Property Developers shall deliver to the Project Manager the following documents in fully executed form:

(1) A duly executed construction contract between the Property Developers and the approved contractor outlining the rehabilitation work to be performed, the cost to be incurred, including an amount for retainage to ensure the acceptable completion of the construction, and the time of performance. This contract must be reviewed by, and acceptable to, the Project Manager.

(2) Any other documents which may be requested by the Project Manager upon approval.

(d) *Disbursement of grant.*

(1) Subject to the terms and conditions hereinafter provided, the Property Developers shall be entitled to draw proceeds from the grant when one hundred (100) percent of rehabilitation work has been completed. Under no circumstance will funds be advanced. However, notwithstanding the foregoing, disbursement shall only be made when the following condition precedents shall have been satisfied:

a. The Property Developers shall submit for the Project Manager's review a written request for reimbursement. The written request shall be signed by both the approved contractor and the Property Developers.

b. The Property Developers shall provide to Project Manager a certification executed by the approved contractor which shall certify the aforesaid costs incurred in the construction process have been paid in full.

c. The Property Developers shall provide to Project Manager interim mechanics' or materialmen lien waivers to be executed by the approved contractor, subcontractors, materialmen and/or their employees or agents.

d. The Project Manager has verified that the construction is in accordance with building and construction plans and specifications.

e. The Property Developers have complied with the terms of this article.

(2) In the event all of the foregoing condition precedents are fully satisfied, the Project Manager shall within ten (10) business days following date of request remit directly to the approved applicant the permitted amount of draw.

(3) In the event all of the foregoing condition precedents are not fully satisfied, the Project Manager shall have the right, at the Project Manager's discretion, to refuse the request in total until such time as all condition precedents are satisfied, or pay such portion of the request that the Project Manager deems appropriate. Additionally, the Project Manager shall have the right to pay the Grant proceeds directly to any creditors who have provided labor or materials for the construction or the rehabilitation work, which payments shall be deemed for and in behalf of the Property Developers and as a part of the grant hereunder. The Project Manager's determination shall be binding and final upon the Property Developers and the approved contractor.

- (e) *Issuance of Certificate of Completion.* Following completion of the work, the Project Manager shall inspect the upper story residential units and certify whether or not the work has been satisfactorily completed. If the work is sufficient, a Certificate of Completion shall be issued.

Secs. 34-157—38-170. Reserved.

ARTICLE IX. HISTORIC DOWNTOWN NEW BUSINESS GRANT PROGRAM

Sec. 34-171. Title.

This article shall be known and may be cited as the Historic Downtown New Business Grant Program of the City of Paducah.

Sec. 34-172. Purpose.

The purpose of the New Business Program is to provide for creation of new businesses and employment opportunities within the Historic Downtown (Map #1). This is intended to complement and support the City's other existing business programs such as the Upper Story Residential Grant Program and the Roof Stabilization Assistance Program. The redevelopment of buildings is crucial to maintaining an economically strong Downtown Commercial District; a commercial area where the image, appearance and environment encourage the attraction of shoppers. The intention of this program is to provide financial resources to assist new business owners that are locating to Historic Downtown Paducah (Map #1).

Sec. 34-173. 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:

Applicant means a business entity owning or leasing a vacant structure located on property within the Historic Downtown (Map #1).

Building means any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels.

Business means as defined in section 106-61.

Business entity means as defined in section 106-61.

FTEs means full-time employees as defined by KRS 154.32-010(18) hired by applicant which are subject to the City's license fees as defined under sections 106-183 and 106-184.

Project Manager means the Director of **Planning** Community Development or designee.

Sec. 34-174. General provisions.

Eligibility.

- (1) Applications for a grant under the Program will be reviewed by the Project Manager upon the criteria outlined herein to determine eligibility.

- (2) All property receiving the financial assistance under the Program:
 - a. Shall be located within the Historic Downtown (Map #1); and
 - b. Shall be the location of a new business or the relocation of an existing business by the applicant from outside the Historic Downtown or the corporate boundaries of the City.
- (3) Program parameters include:
 - a. The New Business Grant Program will target buildings that have been vacant for a minimum of three (3) months.
 - b. The financial assistance provided shall only be used to defray the following eligible costs: The initiation and hook up of new utility services, marketing for grand opening of new location, purchase of new equipment, set up costs of new equipment, interior and exterior renovations, exterior signs, and other moving incidentals as approved by the Project Manager. Professional, legal, architectural, engineering and permit fees may be included if approved by the Project Manager.
 - c. All required permits (i.e., zoning, building, etc.) must be obtained and the property must be free of any liens held by the City and all property taxes, and any and all other governmental levies, assessments or taxes of every kind and nature whatsoever, which are assessed, levied, imposed upon, or would become due and payable out of or with respect to the property must be paid, including, without limitation, business license fees.
 - d. A minimum cash investment of \$10,000.00 by applicant in the building or property, which may include eligible cost, is required.
 - e. Once approved, applicants under the New Business Program are eligible to receive grants as follows:
 - 1. For businesses utilizing and occupying less than one thousand (1,000) square feet in the building, one hundred (100) percent reimbursement of the first \$5,000.00 of eligible costs; and fifty (50) percent reimbursement of eligible costs between \$5,001.00 and \$10,000.00.
 - 2. For business utilizing and occupying one thousand (1,000) square feet or more in the building, one hundred (100) percent reimbursement of the first \$7,500.00 of eligible costs; and fifty (50) percent reimbursement of eligible costs between \$7,501.00 and \$15,000.00.
 - f. Applicants shall comply with all applicable building codes and the zoning chapter.

Sec. 34-175. Administration.

(a) *Staff.*

- (1) The Project Manager shall perform the following duties:
 - a. Preparation of the necessary applications, financial statements, a summary of the commitments to the rules and regulations of the program, and such other forms to be executed in administering the program. The appropriate forms shall include,

along with other data deemed appropriate, the New Business Grant Program application.

- b. Review the eligibility of the applicant based on the requirements of this article.
- c. Determine whether the proposed work to be performed meets the parameters of this article and whether the cost to complete that work is reasonable. Said determination shall be in writing and kept on file as part of the application.
- d. Conduct appropriate, periodic inspections of the work being done and, when satisfactorily completed, issue a Certificate of Compliance bearing the date the certificate was issued. A copy of this Certificate shall be kept as part of the file.

(b) *Funding.*

- (1) The City may make annual budgetary appropriation as it deems necessary to fund the program established by this article and the administrative costs associated therewith. The City will provide an initial budget of \$30,000.00 to fund this program for the remainder of the 2014-2015 fiscal year from project account DT0038.

Sec. 34-176. Procedures for making application, review and approval.

(a) *Application.*

- (1) Applications will only be accepted as funds are available.
- (2) A sales contract or signed lease and a business plan in a form acceptable to the Project Manager shall accompany the completed application.
- (3) Applications and other required forms shall be on a form prescribed by the Department of **Planning Community Development** and shall be filed in the manner prescribed by the Department of **Planning Community Development** . Technical assistance shall be available from that office to assist applicants in completing and submitting an application. There may be no fee for filing an application.

(b) *Review.*

- (1) The Project Manager shall determine the completeness of the application. Incomplete applications will not be processed.
- (2) Upon a determination of completeness, the Project Manager shall make a determination as to whether the applicant meets the eligibility criteria under the Program.
- (3) Upon a determination that the applicant is eligible under the Program, the Project Manager shall forward the application to the Main Street Design Committee if it is determined that the exterior portions of the structure that are ordinarily visible from the public right-of-way are being altered and the address is not located within the H-1 Zone. The Design Committee shall make written design recommendations to the Program Manager within fifteen (15) days of receipt of the application. If the Design Committee fails to make the aforesaid recommendations within this fifteen (15) day period, the design alteration shall be deemed approved and the application shall proceed back to the Project Manager for approval. If the address is located within the

H-1 zone, the application will be forwarded to the HARC for review per section 126-115(h).

- (4) If multiple applications are received, the Program Manager shall evaluate applicant eligibility in accordance with the following criteria:
 - a. Total relocation costs: twenty-five (25) percent.
 - b. Compatibility of proposed use within the Historic District and projected pedestrian impact within the District: twenty-five (25) percent.
 - c. Number of FTEs to be hired by applicant (may include applicant): twenty-five (25) percent.
 - d. Capital commitment of applicant to rehabilitate structure (facade, roof, retail space): twenty-five (25) percent.
 - (5) Program grant awards may be given based on availability of funds.
- (c) *Recipient applicants' obligations upon grant approval from the City.*
- (1) Recipient applicant shall deliver to the Project Manager the following documents in fully executed form:
 - a. Any and all documents requested by the Project Manager evidencing recipient applicant's expenditure of eligible costs to be reimbursed by this grant as required by subsection (d) of this section.
 - b. Certificate of Occupancy issued by the appropriate governmental entity.
 - c. Written reports, with supporting documentation, of the recipient applicant's progress in completing the improvements to the property and satisfying the employment commitments upon the request of the Project Manager.
 - (2) The recipient applicant shall complete the improvements to the property and shall be open for business within twelve (12) months from the date of the grant award, unless granted an extension in writing by the Department of **Planning Community Development**. In no case shall the application be extended beyond six (6) additional months. Any Program grant awarded but not acted upon by the recipient applicant shall become void eighteen (18) months from the date of the award and shall be purged from the files of the Department of **Planning Community Development**.
- (d) *Disbursement of grant.*
- (1) Subject to the terms and conditions hereinafter provided, the applicant shall be entitled to draw grant funds when a Certificate of Occupancy has been issued. Under no circumstance will grant funds be advanced. However, notwithstanding the foregoing, disbursement shall only be made when the following condition precedents shall have been satisfied:
 - a. The recipient applicant shall submit for the Project Manager's review a written request for reimbursement of eligible costs. The written request shall be signed by the recipient applicant and approved contractor if construction work was completed.

- b. The recipient applicant shall provide to Project Manager a certification executed by the approved contractor which shall certify the eligible costs incurred in the construction process have been paid in full.
 - c. The Project Manager has verified that the construction is in accordance with building and construction plans and specifications.
 - d. The recipient applicant has complied with the terms of this article.
 - e. The recipient applicant shall provide to the Project Manager all original receipts for the eligible costs with proof of payment.
 - f. The recipient applicant shall provide to the Project Manager a Certificate of Occupancy for the building.
- (2) In the event all of the foregoing condition precedents are fully satisfied, the Project Manager shall within ten (10) business days following date of request remit directly to the recipient applicant the permitted amount of draw.
- (3) In the event all of the foregoing condition precedents are not fully satisfied, the Project Manager shall have the right, at the Project Manager's discretion, to refuse the request in total until such time as all condition precedents are satisfied, or pay such portion of the request that the Project Manager deems appropriate. Additionally, the Project Manager shall have the right to pay the grant proceeds directly to any creditors who have provided labor or materials for the construction or the rehabilitation work, which payments shall be deemed for and in behalf of the recipient applicant and as a part of the grant hereunder. The Project Manager's determination shall be binding and final upon the recipient applicant and the approved contractor.

Secs. 34-177—34-190. Reserved.

ARTICLE X. SOUTHSIDE BUSINESS IMPROVEMENT GRANT PROGRAM

Sec. 34-191. Title.

This article shall be known as the Southside Business Grant Program of the City of Paducah which includes Southside Business Improvement Beautification Grant and Southside Business Improvement Roof Stabilization Grant.

(Ord. No. 2023-06-8782, § 1, 6-27-2023)

Sec. 34-192. Purpose.

The purpose of this article is to provide businesses within the boundary of the Southside Business Improvement Grant program area matching grant funds to assist in promoting and restoring Paducah's Southside Neighborhoods. The Roof Stabilization grant will assist building owners in protecting buildings from further weathering and environmental damage by repairing existing roofing systems or replacing the entire roof. The Beautification Grant will enable owners to update the branding, landscape, or exterior façade to present a fresh appealing face to

customers by incorporating stylish signage, new technology, updated design or public art to activate the streetscape and enhance the customer experience.

Sec. 34-193. General provisions.

General regulations for all business grants:

- (1) All property receiving business grants shall be located within the program area, be considered commercial property, and currently or intend to house a small business, defined here as an enterprise employing fifty (50) people or fewer.
- (2) Applicants must be current on property taxes.
- (3) There must be no liens on any property owned.
- (4) Existing businesses must have a current City of Paducah business license to apply.
- (5) New businesses may apply for grant funds but will be required to obtain a business license prior to reimbursement of grant funds.
- (6) Business must be current on all payroll and property taxes.
- (7) There must be no liens on any property owned.
- (8) Grant funds may not be used to make repairs ordered by the Fire Prevention ~~Department~~ Division or the Building Division.
- (9) Grant funds are reimbursement only, no funds will be awarded prior to completion of the project.
- (10) Work completed prior to the award will not be eligible for reimbursement.
- (11) By law, the City of Paducah is required to report all grant funds as taxable income. A 1099 will be issued to any entity receiving grant funds.
- (12) All applications will be entered into the digital permitting system for tracking purposes. ~~Fire-Prevention~~ The Building Division will provide a technical review to determine the requirement of construction permits. If a permit is required, applicants will be notified within the issued grant award letter.
- (13) Applicants will be required to agree to allow all illustrations, photographs, or other images of the project may be used for reports, publications and advertisements, both in print and electronic. All submittals are subject to open records requests.
- (14) The ~~Planning~~ Department of Community Development staff will provide administrative support related to the project, such as advertising for applications, reviewing applications, providing staff support for administrative or board approval for awarding funds, working with applicant as necessary to ensure completion of the proposed project, and assisting applicant with the request for reimbursement and payment of the grant funds once that project is complete.
- (15) A grant letter indicating conditional approval should be received prior to the commencement of work, otherwise funding is not guaranteed. ~~Planning~~ Department of Community Development staff will be responsible for ensuring that the allocation of grant funds never exceeds the project allocations.

Sec. 34-194. Funding.

The City of Paducah may make annual budgetary appropriations as it deems necessary to fund the programs established by the article and the administrative costs associated therewith. Funding for Roof Stabilization shall not exceed seventy (70) percent of the annual allocation, and funding for Beautification shall not exceed thirty (30) percent of the annual allocation.

Sec. 34-195. Southside Business Improvement Grant: Roof stabilization.

There is hereby created a Southside Business Improvement Grant for Roof Stabilization with the following general provisions:

- (1) Administration of the Roof Stabilization Grant—~~Planning~~ Department of Community Development staff shall:
 - a. Prepare the necessary forms for the administration of the grant including application, required guarantee, lien waivers, reimbursement request forms, and any other documents necessary for the administration of the grant.
 - b. Provide limited technical assistance to the applicants throughout the process until final reimbursement is complete.
 - c. Maintain a list of qualified contractors based upon satisfactory references on past work performed and certification to apply the roofing materials used.
 - d. Advertise a request for applications, giving a minimum of twenty-one (21) days to apply for funding. The application period will be advertised at least once each year of the program between July 1 and June 30.
- (2) Roof Stabilization Grant Program parameters include:
 - a. The program will target structures in need of roof stabilization.
 - b. Only property owners will be eligible for grant funds unless tenant provides, in writing, the owners authorization for the tenant to contract and pay for the roof repair/replacement and agrees to the tenant receiving the grant funds.
 - c. Eligible roof stabilization projects must be permanent, shall include, but not limited to: A water tight, sustainable leak proof roofing system.
 - d. All work shall meet or exceed industry standards for roof repair/replacement and comply with all applicable building codes.
 - e. The roofing contractor will be required to provide a ten (10) year guarantee provided by the City in addition to the manufacturer's warranty for roof replacement and a two (2) year guarantee for roof repairs.
 - f. Any associated permit fees through the ~~Fire Prevention Department~~ Building Division may be included as a project expense.
 - g. Roof repairs covered by insurance are not eligible for reimbursement by grant funds.

- h. The project must be complete within one (1) year of the date of the award letter unless a written request for extension is submitted and an approval of the extension is granted. If the project is not complete and an extension is not granted, the applicant will be notified and the allocated funds will be released and made available for distribution in the next round of applications.
- i. Grant awards shall be allocated based on the total funding requests received during the application period and application scoring rubric, with no project receiving more than fifty (50) percent of the project contract or no more than fifty (50) percent of the annual project budget.

(3) Application process:

- a. During the application period, application shall be submitted to the **Planning Department of Community Development**. In addition to the application, the following attachments will be required:
 - 1. Photographs showing the existing roof condition.
 - 2. Existing business must have a current City of Paducah Business License.
 - 3. New businesses must obtain a City of Paducah business license prior to receiving grant funds.
 - 4. A completed W-9.
 - 5. Three (3) third-party bids from the list of qualified contractors. The **Planning Department of Community Development** maintains a list of qualified contractors for this purpose.
 - 6. Proof of financial ability to complete the project.
 - 7. Any other documentation supporting the applicant's request for grant funds.
- b. Applications received after the deadline for submittal will not be considered.
- c. Incomplete applications will not be considered. An application that does not include all the required documentation will be considered incomplete.

(4) Review and approval process:

- a. Applications for funds under the Roof Stabilization Grant Program will be reviewed using the following scoring criteria, and projects with the highest ratings will be selected.

Criteria	Description	Points Possible
Condition of the existing roof/urgency of the need to stabilize the structure.	Rated on a scale of 0—5. 0 = No urgency, repair is optional. 1 = Some urgency, repair is needed. 2 = More urgent, repair must be timely. 3 = Urgent, repair must be made immediately. 4 = Very urgent, replacement must be considered. 5 = Most urgent, replacement must be made immediately.	5 points

Contribution of historic character to the neighborhood.	Rated on a scale of 0—3. 0 = Does not apply. 1 = Style is within character of the neighborhood. 2 = Qualifies as historic. 3 = On National Registry.	3 points
Capital commitment of the owner [to] rehabilitate the entire structure.	Rated on a scale of 0—2 points. 0 = Does not apply. 1 = Owner will complete this project only. 2 = Owner will complete additional investment.	2 points
Commitment of owner to complete replacement of the roof.	Rated on a scale of 0—2 points. 0 = Does not apply. 1 = Owner will complete this project only. 2 = Owner will complete additional investment.	2 points
Minority/Women Owned Business	Improvements will be made to a small business owned by an underrepresented group. 0 = Does not apply. 1 = MWBE business, not certified. 2 = MWBE Certified with Commonwealth of KY.	2 points

- b. Eligible applications will be forwarded to the Urban Renewal and Community Development Agency for final review, approval, and allocation of funds for the project.
 - c. The applicant will be notified by letter of the grant award upon approval.
- (5) Application for reimbursement:
- a. Upon completion of the contracted work the applicant will apply for reimbursement of funds. Reimbursement requests shall include the following:
 1. Application for reimbursement signed by the applicant.
 2. Affidavit signed by the contractor attesting to the following:
 - Receipt of payment in full.
 - Construction was in accordance with manufacturer's standards.
 - Certification that the statements are true and correct to the best of their knowledge.
 - Proof that eligible costs have been paid in full to any sub-contractors and suppliers.
 3. Contractor's guarantee and warranty (ten (10) years for replacement, two (2) years for repair).
 4. Certificate of completion/verification of completion by the City Inspector (if applicable).
 5. Pictures of completed project.

- (6) Disbursement: Reimbursement will be made between fourteen (14) and twenty-one (21) days upon satisfactory completion of the project as outlined in the award letter and submittal of complete reimbursement request including all required attachments. Failure to submit a complete request for reimbursement will delay the issuance payment.

Sec. 34-196. Southside Business Improvement Grant: Beautification Grant.

There is hereby created a Southside Business Improvement Grant for Beautification with the following general provisions:

- (1) Administration of the Beautification Grant — **Planning** Department of Community Development staff shall:
 - a. Prepare the necessary forms for the administration of the grant including application, and any other documents necessary for the administration of the grant.
 - b. Provide limited technical assistance to the applicants throughout the process.
 - c. Advertise a request for applications giving a minimum of twenty-one (21) days to apply for funding.
 - d. Review for eligibility applications based on the requirements and, by the data, provided make recommendation to the **Planning** Director of Community Development for final approval.
 - e. Follow up with the applicant and provide support throughout the process until final reimbursement is complete.
- (2) Program parameters include:
 - a. The grant provides dollar for dollar match (i.e. 50/50 split for projects totaling up to \$10,000.00).
 1. Minimum: Minimum investment threshold of \$2,000.00 will be matched with a \$1,000 award.
 2. Maximum: While there is no maximum investment, grant awards will match up to \$5,000.00 of the first \$10,000.00 of investment.
 - b. Only property owners will be eligible for grant funds unless owner(s) provides in writing to the authorization for a tenant to contract and pay for proposed repairs/additions and agrees to the tenant receiving the grant funds.
 - c. Required permits shall be obtained for the work to be completed as applicable.
 - d. The project must be complete within sixty (60) days of the date listed on the award letter unless a request for extension is submitted and an approval of the extension is granted. If the project is not complete and an extension is not granted, the applicant will be notified by letter and the allocated funds will be released and made available for distribution in the next round of applications.
- (3) Application process:

- a. During the application period, application may be submitted to the **Planning Department of Community Development**. In addition to the application, the following attachments will be required:
1. Photographs showing the existing condition.
 2. Existing businesses must have a current City of Paducah business license.
 3. A new business will be required to obtain a City of Paducah business license prior to distribution of grant funds.
 4. A completed W-9.
 5. Detailed plans for the proposed project including but not limited to:
 - Detailed description of the planned improvement.
 - Drawing of the proposed changes.
 - Any other documentation supporting the applicant's request for grant funds.
- b. Examples of eligible improvements include:
1. Public art (murals, sculptures).
 2. New landscaping (trees, shrubs, flowers, soil, mulch. etc.).
 3. Transom, window, door replacements.
 4. New signage.
 5. Removal of non-historic materials (siding that covers transom windows, bricked over window or door openings, removing paint from brick surfaces, etc.).
 6. Repair or replacement of architectural details.
 7. Exterior painting (except for applying paint to unpainted brick).
 - i. Priority will be given to applicants proposing to paint the entire structure.
 8. Exterior lighting or interior storefront lighting of window displays that will remain lit during evening hours.
 9. Parking lot resurfacing and striping.
- c. Work considered routine maintenance will not be eligible for grant funds. Examples of routine maintenance include:
1. Cleaning/power washing/cleaning gutters.
 2. Mowing/pruning existing shrubs, replacing old mulch/trimming trees.
 3. Any repairs ordered by the Fire Prevention **Department Division or the Building Division**.
- d. Applications received after the deadline for submittal will not be considered.

- e. Incomplete applications will not be considered. An application that does not include all the required documentation will be considered incomplete.
 - f. Any associated permit fees through the **Fire Prevention Department Building Division** may be included as a project expense.
- (4) Review and approval process:
- a. Applications for funds under the Beautification Grant Program will be reviewed by the following criteria:

Criteria	Description	Points Possible
Minority/Women Owned Business	Improvements will be made to a small business owned by an underrepresented group. 0 = Does not apply. 1 = MWBE business, not certified 2 = MWBE Certified with Commonwealth of KY	2 points
High Visual Impact	Improvements that make a dramatic difference in the visual appeal to structure or of the district. Rated on a scale of 0—2 points. 0 = Does not apply. 1 = Improvements create visual appeal. 2 = Improvements create dramatic impact.	2 points
Active Street Front	Improvements that make the pedestrian experience more pleasant and interesting. Rated on a scale of 0—2 points. 0 = Does not apply. 1 = Improvements create visual appeal. 2 = Improvements create dramatic impact.	2 points
Visual/Architectural Integrity	Projects that enhance the building's historic appearance. Rated on a scale of 0—2. 0 = Improvement degrades architectural integrity. 1 = Improvement neither degrades or improves architectural integrity. 2 = Improvement improves architectural integrity.	2 points
Neighborhood Impact	Improvements that add to the character of the neighborhood. Rated on a scale of 0—2 points. 0 = Does not apply. 1 = Improvements create interest in the neighborhood. 2 = Improvements create a neighborhood focal point.	2 points
Capital commitment of the owner [to] rehabilitate the entire structure.	Rated on a scale of 0—2 points. 0 = Does not apply. 1 = Owner will complete this project only. 2 = Owner will complete additional investment.	2 points

- b. Upon approval applicant will be notified by letter of the grant award.

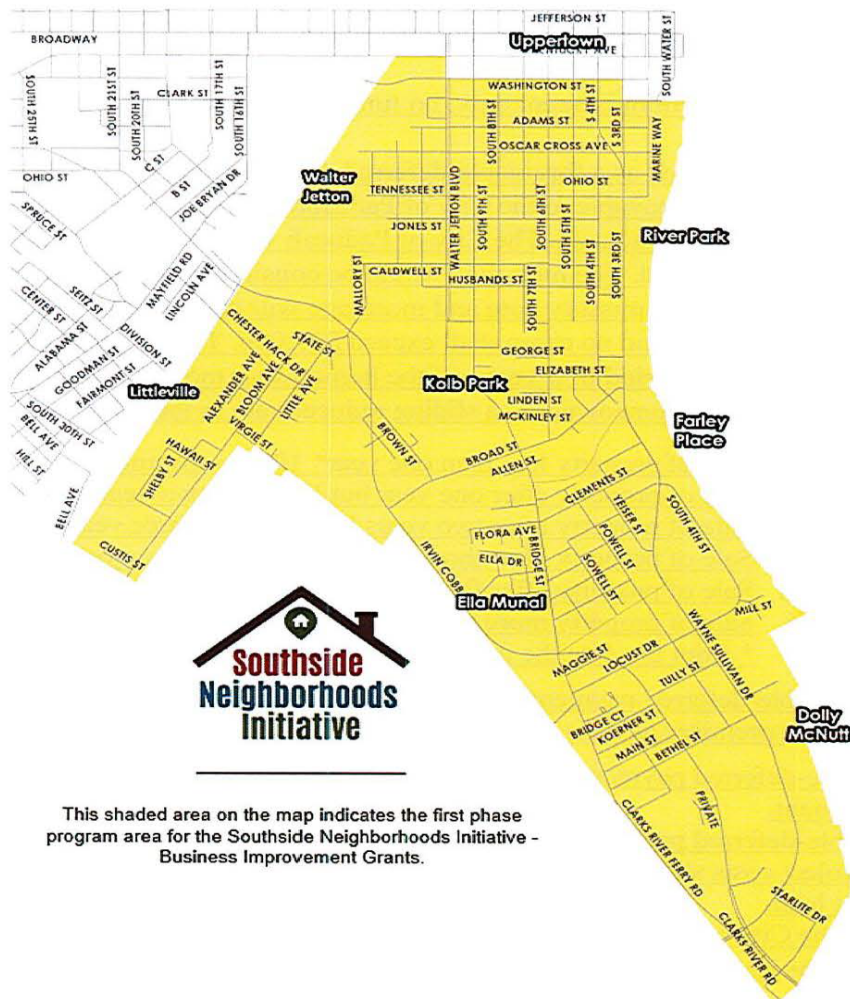
(5) Request for reimbursement:

- a. Upon completion of the proposed work, the applicant will apply for reimbursement of funds. Reimbursement requests shall include the following:
 1. Application for reimbursement signed by the applicant.
 2. Affidavit signed by the contractor attesting to the following:
 - Receipt of payment in full.
 - Construction was in accordance with manufacturer's standards.
 - Certification that the statements are true and correct to the best of their knowledge.
 - Proof that eligible costs have been paid in full to any sub-contractors and suppliers.
 3. Certificate of completion/verification of completion by the City Inspector (if applicable).
 4. Pictures of completed project.
- (6) Disbursement: Reimbursement will be made between fourteen (14) and twenty-one (21) days upon satisfactory completion of the project as outlined in the award letter and submittal of complete reimbursement request including all required attachments. Failure to submit a complete request for reimbursement will delay the issuance payment.

Sec. 34-197. Phase 1 Program Area.

Exhibit 1 defines the program area of the first phase (Phase 1) of the Southside Business Improvement Grant Program. Future areas will be determined as per neighborhood plan adoption.

Exhibit 1



Secs. 34-198—34-205. Reserved.

ARTICLE XI. SOUTHSIDE HOME REHABILITATION AND NEW CONSTRUCTION GRANT PROGRAM

Sec. 34-206. Southside Home Rehabilitation and New Construction Incentive Program.

This article shall be known as the Southside Home Rehabilitation and New Construction Incentive Program. This fund will be opened to the areas outlined in Exhibit 2, known as the "program area," as a part of the larger Southside Neighborhoods Initiative.

Sec. 34-207. Purpose.

The purpose of this article is to establish a housing incentive program and to authorize the Director of **Planning Community Development** to administer the program and provide financial assistance to eligible applicants for reconstruction of existing homes and construction of new homes.

Sec. 34-208. General provisions.

There is hereby created a Southside Home Rehabilitation and New Construction Grant Program with the following general provisions:

- (1) All property receiving incentive funds shall be located within the program area.
- (2) Applicants must be current on property taxes.
- (3) There must be no liens on any property owned.
- (4) Program funds may not be used to make repairs ordered by the Fire Prevention Division or the ~~Department~~ Building Division.
- (5) Program funds are reimbursement only, no funds will be awarded prior to completion of the project.
- (6) This award is disbursed as a forgivable-deferred payment loan with a zero (0) percent rate, evidenced by a promissory note payable to the City of Paducah and secured by a mortgage interest in favor of the City of Paducah. The City of Paducah will prepare a promissory note and mortgage to be recorded. The mortgage would be considered second or in some cases third mortgage. The promissory note and mortgage will be for the forgivable-deferred payment loan amount and no cases shall exceed \$27,000.00. The homeowner is to reside in the residence for a period of five (5) years. If the homeowner moves or sells the property, this note is to be paid by homeowner at a sliding reduced rate in the following manner:
 - a. Sale of property less than one (1) year* one hundred (100) percent repayment.
 - b. Sale of property after one (1) year but less than two (2) years* eighty (80) percent repayment.
 - c. Sale of property after two (2) years but less than three (3) years* sixty (60) percent repayment.
 - d. Sale of property after three (3) years but less than four (4) years* forty (40) percent repayment.
 - e. Sale of property after four (4) years but less than five (5) years* twenty (20) percent repayment.
 - f. Sale of property more than five (5) years* zero (0) percent repayment.

* From the date the documents are signed.
- (7) The forgivable-deferred payment loan shall only be available to property owners who reside on the premises as their primary residence.
- (8) Forgivable-deferred payment loan shall not exceed twenty (20) percent of the eligible expenses of the improvement.
- (9) Forgivable-deferred payment loan amount shall not exceed \$27,000.00.
- (10) Total project costs shall be a minimum of \$50,000.00 to be eligible for a forgivable-deferred payment loan.

- (11) By law, the City of Paducah is required to report all grant funds as taxable income. A 1099 will be issued to any entity receiving grant funds.
- (12) All applications will be entered into the digital permitting system for tracking purposes. ~~Fire-Prevention~~ The Building Division will provide a technical review to determine the requirement of construction permits. If a permit is required, applicants will be notified within the issued grant award letter. Any associated permit fees through the ~~Fire-Prevention-Department~~ Building Division will be eligible for reimbursement.
- (13) Applicants will be required to agree to allow all illustrations, photographs, or other images of the project may be used for reports, publications and advertisements, both in print and electronic. All submittals are subject to open records requests.
- (14) The ~~Planning~~ Community Development Department staff will provide administrative support related to the project, such as advertising for applications, reviewing applications, providing staff support for administrative or board approval for awarding funds, working with applicant as necessary to ensure completion of the proposed project, and assisting applicant with the request for reimbursement and payment of the grant funds once that project is complete.
- (15) A grant letter indicating conditional approval should be received prior to the commencement of work, otherwise funding is not guaranteed. ~~Planning~~ Community Development Department Staff will be responsible for ensuring that the allocation of grant funds never exceeds the project allocations.
- (16) Work completed prior to the award will not be eligible for reimbursement.

Sec. 34-209. Funding.

The City of Paducah may make annual budgetary appropriations as it deems necessary to fund the programs established by the article and the administrative costs associated therewith. Allocation to this program shall not exceed seventy-five (75) percent of the annual budget.

Sec. 34-210. Southside Home Rehabilitation and New Construction Incentive Program details.

- (a) Administration of the Southside Rehabilitation and New Construction Incentive — ~~Planning~~ Community Development Department staff shall:
 - (1) Prepare the necessary forms for the administration of the grant including application, and any other documents necessary for the administration of the program.
 - (2) Provide limited technical assistance to the applicants throughout the process.
 - (3) Review for eligibility applications based on the requirements and, by the data, provided make recommendation to the ~~Planning~~ Director of Community Development for final approval.
 - (4) Follow up with the applicant and provide support throughout the process until final disbursement is complete.
- (b) Program parameters include:

- (1) The grant provides a reimbursement in the form of a forgivable, zero (0) percent interest loan to be applied toward an applicant's investment in their property.
 - a. Minimum: Minimum investment threshold for projects is fifty thousand dollars (\$50,000.00) in value.
 - b. Maximum: While there is no maximum investment, grant awards will match up to twenty (20) percent of eligible expenses. Criteria for reimbursement levels are as follows:
 - Eligible projects may be awarded fifteen (15) percent of the eligible expenses of the project, with a maximum award amount of twenty thousand dollars (\$20,000.00).
 - Eligible projects choosing to participate in the optional Beyond Code program as outlined by ~~Fire-Prevention~~ the Building Division will be eligible for an additional five (5) percent award for adhering to the 2021 IECC energy standard building codes. This award tier caps at twenty (20) percent of the eligible expenses of the project, with a maximum award amount of twenty-seven thousand dollars (\$27,000.00).
 - (2) Only owner-occupied units will be eligible to receive funds.
 - (3) Required permits shall be obtained for each project as applicable. Any associated permit fees through the ~~Fire-Prevention Department~~ Building Division may be included as a project expense.
 - (4) The funds will only be awarded after completion of the approved project.
 - (5) The project must be completed within one (1) year of the date listed on the award letter unless a request for extension is submitted and an approval of the extension is granted. If the project is not complete and an extension is not granted, the applicant will be notified by letter and the allocated funds will be released and made available for distribution in the next round of applications.
- (c) Application process:
- (1) Applications shall be submitted to the ~~Planning~~ Community Development Department. In addition to the application, the following attachments will be required:
 - a. Photographs showing the existing condition of the proposed project.
 - b. A completed W-9.
 - c. Detailed plans for the proposed project including but not limited to:
 - Detailed description of the planned improvement.
 - Drawing of the proposed changes.
 - d. Proof of financial availability to complete the project.
 - e. Any other documentation supporting the applicants request for program funds.
 - (2) Examples of eligible improvements include:
 - a. Structural rehabilitation or improvements to the existing foundation or walls.

- b. Energy saving upgrades to the structure (not appliances).
 - c. Exterior façade upgrades.
 - d. Replacement windows at the same size or greater.
 - e. Interior upgrades (i.e. remodeling rooms or upgrading plumbing or electrical).
 - f. Construction of additional dwelling units.
 - g. New residential construction.
- (d) Work considered routine maintenance will not be eligible for grant funds. Examples of routine maintenance include:
- (1) Cleaning/power washing/cleaning gutters.
 - (2) Mowing/pruning existing shrubs, replacing old mulch.
 - (3) Grading gravel driveways.
 - (4) Any repairs ordered by the Fire Prevention ~~Department~~ Division or the Building Division.
- (e) Incomplete applications will not be considered. An application that does not include all the required documentation will be considered incomplete.
- (f) Application for reimbursement: Up to twenty (20) percent of project costs shall be paid upon completion of project in accordance with a certificate of occupancy issued by the ~~Department of Fire Prevention~~ Building Division, based upon the permitted value, with any additional funding from optional program participation. The forgivable-deferred payment loan shall be tied to the issuance of a certificate of completion. Request for reimbursement shall include:
- (1) Application for reimbursement signed by the applicant.
 - (2) Affidavit signed by the contractor attesting to the following:
 - Receipt of payment in full.
 - Construction was in accordance with manufacturer's standards.
 - Certification that the statements are true and correct to the best of their knowledge.
 - Proof that eligible costs have been paid in full to any subcontractors and suppliers.
 - (3) Certificate of completion/verification of completion by the City Inspector (if applicable).
 - (4) Pictures of completed project.
- (g) Disbursement of funds:
- (1) Upon satisfactory completion of the project as outlined in the award letter, receipt of request for reimbursement and all supporting documents, staff will review and notify attorney to prepare note and mortgage.

Secs. 34-211—34-220. Reserved.

ARTICLE XII. SOUTHSIDE HOME REPAIR MICROGRANT

Sec. 34-221. Title.

This article shall be known as the Southside Home Repair Microgrant. This fund will be opened when applicable to the areas outlined in Exhibit 3, known as the "program area", as a part of the larger Southside Neighborhoods Initiative.

Sec. 34-222. Purpose.

The purpose of this article is to provide homeowners within the program areas with matching grant funds to assist in the immediate repair of their homes and to increase the quality of the Southside Neighborhoods housing supply. The microgrant will enable owners to enact projects that focus on the repair or improvement of the structure, landscape, or exterior façade of their property.

Sec. 34-223. General provisions.

There is hereby created the following general regulations for this microgrant program:

- (1) All property receiving microgrants shall be located within the program area.
- (2) Applicants must be current on property taxes.
- (3) There must be no liens on any property owned.
- (4) Grant funds may not be used to make repairs ordered by the Fire Prevention ~~Department~~ Division or the Building Division.
- (5) Grant funds are reimbursement only, no funds will be awarded prior to completion of the project.
- (6) Work completed prior to the award will not be eligible for reimbursement.
- (7) By law, the City of Paducah is required to report all grant funds as taxable income. A 1099 will be issued to any entity receiving grant funds.
- (8) All applications will be entered into the digital permitting system for tracking purposes. ~~Fire Prevention~~ The Building Division will provide a technical review to determine the requirement of construction permits. If a permit is required, applicants will be notified within the issued grant award letter. Any associated permit fees through the ~~Fire Prevention Department~~ Building Division will be eligible for reimbursement.
- (9) Applicants will be required to agree to allow all illustrations, photographs, or other images of the project may be used for reports, publications and advertisements, both in print and electronic. All submittals are subject to open records requests.
- (10) The ~~Planning~~ Department of Community Development staff will provide administrative support related to the project, such as advertising for applications, reviewing applications, providing staff support for administrative or board approval for awarding funds, working with applicant as necessary to ensure completion of the

proposed project, and assisting applicant with the request for reimbursement and payment of the grant funds once that project is complete.

- (11) A grant letter indicating conditional approval of funding should be received prior to the commencement of work, otherwise funding is not guaranteed. Planning Department of Community Development staff will be responsible for ensuring that the allocation of grant funds never exceeds the project allocations.

Sec. 34-224. Funding.

The City of Paducah may make annual budgetary appropriations as it deems necessary to fund the programs established by the article and the administrative costs associated therewith. Allocation to this program shall not exceed twenty-five (25) percent of the annual budget.

Sec. 34-225. Southside Home Repair Microgrant Program details.

- (a) Administration of the Southside Home Repair Microgrant — Planning Community Development Department staff shall:
 - (1) Prepare the necessary forms for the administration of the grant including application, and any other documents necessary for the administration of the grant.
 - (2) Provide limited technical assistance to the applicants throughout the process.
 - (3) Review for eligibility applications based on the requirements and, by the data, provided make recommendation to the Planning Director of Community Development for final approval.
 - (4) Follow up with the applicant and provide support throughout the process until final reimbursement is complete.
- (b) Program parameters include:
 - (1) The grant provides a dollar for dollar match towards an applicant's investment (i.e. 50/50 split).
 - a. Minimum: Minimum investment threshold for projects is \$500.00, that will be matched with a \$250.00 award.
 - b. Maximum: While there is no maximum investment, grant awards will match up to \$5,000.00 of the first \$10,000.00 investment.
 - (2) Only property owners will be eligible for grant funds unless owner(s) provides in writing to the tenant for authorization to contract and pay for proposed repairs/additions and agrees to the tenant receiving the grant funds.
 - (3) Permits shall be obtained for the work to be completed, if required. Any associated permit fees through the ~~Fire-Prevention-Department~~ Building Division may be included as a project expense.
 - (4) The funds will only be awarded after completion of the approved project.
 - (5) The project must be completed within sixty (60) days of the date listed on the award letter unless a request for extension is submitted and an approval of the extension is granted. If the project is not complete and an extension is not granted, the applicant

will be notified by letter and the allocated funds will be released and made available for distribution in the next round of applications.

(c) Application process:

- (1) Applications may be submitted to the ~~Planning~~ Community Development Department. In addition to the application, the following attachments will be required:
 - a. Photographs showing the existing condition of the proposed project.
 - b. A completed W-9.
 - c. Detailed plans for the proposed project including but not limited to:
 - Detailed description of the planned improvement.
 - Drawing of the proposed changes.
 - d. Any other documentation supporting the applicants request for grant funds.
- (2) Examples of eligible improvements include:
 - a. Repair or replacement of siding or exterior finishing.
 - b. Repair or construction of porches or accessibility ramps.
 - c. Transom, window, door replacements at the same size or greater.
 - d. Repair or replacement of architectural details.
 - e. Exterior painting (except for applying paint to unpainted brick).
 - Priority will be given to applicants proposing to paint the entire structure.
 - f. Exterior lighting fixtures.
 - g. Driveway culvert repair.
 - h. Mature tree repair by a licensed arborist.
 - i. New landscaping will be considered an eligible expense only if it comprises no more than twenty (20) percent of the total project budget.
- (3) Work considered routine maintenance will not be eligible for grant funds. Examples of routine maintenance include:
 - a. Cleaning/power washing/cleaning gutters.
 - b. Mowing/pruning existing shrubs, replacing old mulch.
 - c. Any repairs ordered by the ~~Fire Prevention Department~~ Building Division.
- (4) Incomplete applications will not be considered. An application that does not include all the required documentation will be considered incomplete.
- (d) Review and approval process:
 - (1) Applications for funds under the Southside Home Repair Microgrant will be reviewed by the following criteria:

Criteria	Description	Points Possible

High Impact	Rated on a scale of 0—4 points. 0 = Does not apply. 1 = Improvements create visual appeal. 2 = Improvements create lasting visual impact. 3 = Improvements create safer living conditions. 4 = Improvements stabilize the structure (foundation, roof, etc.).	4 points
Urgency of the need to stabilize the structure.	Rated on a scale of 0—5. 0 = No urgency, repair is optional. 1 = Some urgency, repair is needed. 2 = More urgent, repair must be timely. 3 = Urgent, repair must be made immediately. 4 = Very urgent, replacement must be considered. 5 = Most urgent, replacement must be made immediately.	5 points
Visual/Architectural Integrity that enhance the building's historic appearance.	Rated on a scale of 0—2. 0 = Improvement degrades architectural integrity. 1 = Improvement neither degrades or improves architectural integrity. 2 = Improvement improves architectural integrity.	2 points
Capital commitment of the owner [to] rehabilitate the entire structure.	Rated on a scale of 0—2 points. 0 = Does not apply. 1 = Owner will complete this project only. 2 = Owner will complete additional investment.	2 points

Upon approval applicant will be notified by letter of the grant award.

(e) Request for reimbursement:

(1) Upon completion of the proposed work the applicant will apply for reimbursement of funds. Reimbursement requests shall include the following:

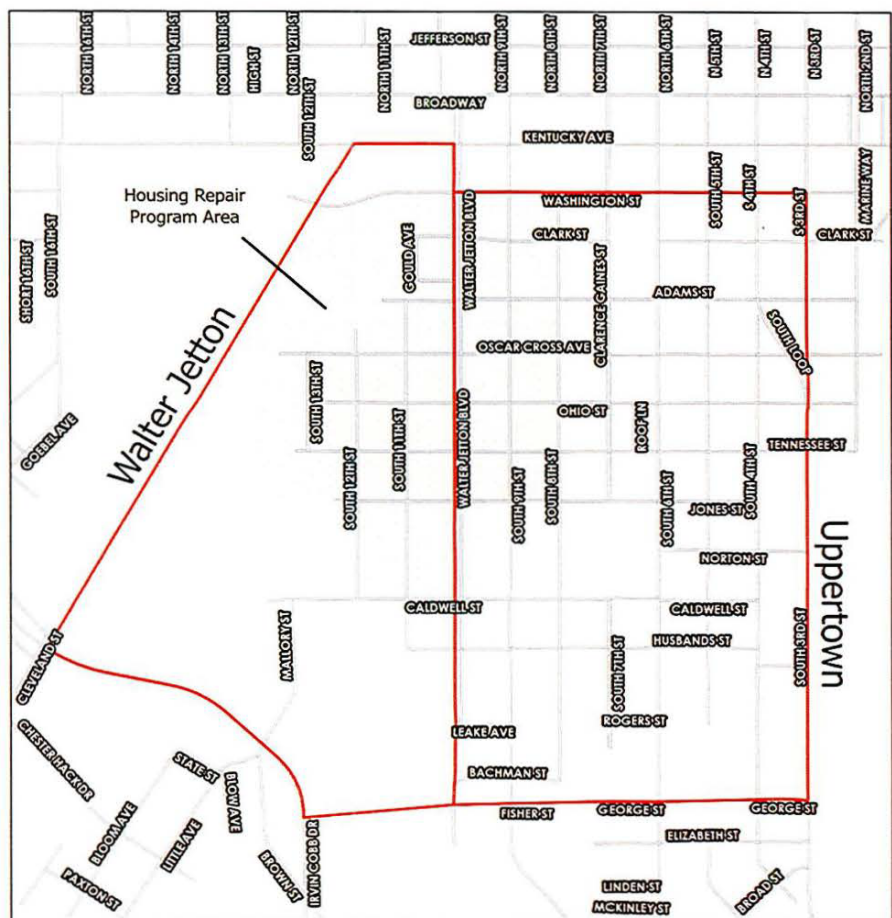
- a. Application for reimbursement signed by the applicant.
- b. An affidavit signed by the contractor attesting to the following:
 - Receipt of payment in full.
 - Construction was in accordance with manufacturer's standards.
 - Certification that the statements are true and correct to the best of their knowledge.
 - All eligible costs have been paid in full to any subcontractors and suppliers.
- c. Certificate of completion/occupancy from ~~Fire-Prevention~~ the Building Division if needed.
- d. Pictures of completed project.

(Or)

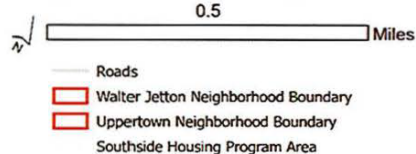
- a. Invoices for materials with proof of payment (receipt or cancelled check) Note: copy of check will not be considered proof of payment unless both sides of the cancelled check are provided.
 - b. Certificate of completion/verification of completion by the City Inspector (if applicable).
 - c. Pictures of completed project.
- (f) Disbursement: Reimbursement will be made between fourteen (14) and twenty-one (21) days upon satisfactory completion of the project and of receipt of complete reimbursement request including all required attachments. Failure to submit a complete request for reimbursement will delay the issuance payment.

Exhibit 3 — Phase 1 Program Area

The program area of the first phase (Phase 1) of this grant program is shown below in Exhibit 3. Future areas will be determined as per neighborhood plan adoption.



This map indicates the housing incentive program area designated in the Southside Neighborhoods Initiative.



SECTION 4. CHAPTER 42 AMENDMENT. That Chapter 42, Environment, of the Code of Ordinances, of the City of Paducah, Kentucky, is hereby amended as follows:

ARTICLE I. IN GENERAL

Secs. 42-1—42-30. Reserved.

ARTICLE II. NUISANCE CODE ENFORCEMENT³

Sec. 42-31. Title of article.

This article shall be known and may be cited as the "Code Enforcement Board Ordinance."

Sec. 42-32. 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:

Abatement costs mean a City's necessary and reasonable costs for and associated with clearing, preventing unauthorized entry to, or demolishing all or a portion of a structure or premises, or taking any other action with regard to a structure or premises necessary to remedy a violation and to maintain and preserve the public health, safety and welfare in accordance with any City ordinance.

Citation means a determination by the Code Enforcement Officer that a violation has been committed, and that determination shall be final, unless properly contested.

Code Enforcement Board means the administrative body created herein and acting under the authority of the Local Government Code Enforcement Board Act, KRS 65.8801—65.8839.

Code Enforcement Officer means all city citation officers as defined in section 2-591.

Code means any ordinances adopted by the City in articles II, III and/or IV of this chapter.

Demolition by neglect means a situation in which a property owner allows a structure or building to suffer severe deterioration beyond the point of repair.

Final order means any order issued by the code enforcement board in accordance with this article that is not appealed; created because a violator neither paid nor contested the citation as provided in this article; or created because a violator failed to appear at a hearing the violator requested to contest the citation as provided in this article.

Imminent danger means a condition which is likely to cause serious or life-threatening injury or death at any time.

Owner means a person, association, corporation, partnership or other legal entity having a legal or equitable title in real property, or in the case of a motor vehicle, having legal or equitable title in a motor vehicle.

Person means any person, individual, firm, partnership, association, corporation, company or organization of any kind.

Premises or property means a lot, plot, or parcel of land, including any structures upon it.

Remedy means the action taken to abate any nuisance to bring property in violation of the Code into compliance with the requirements of this article.

Sec. 42-33. Creation and membership.

There is hereby created, pursuant to KRS 65.8801—65.8839 within the City, a Code Enforcement Board which shall be composed of five (5) members, all of whom shall be residents and registered voters of the City for a period of at least one (1) year prior to the creation of the Board and shall reside there throughout the term in office.

Sec. 42-34. General powers.

- (a) The Code Enforcement Officer shall have the power to issue citations for violations of the Code. Such citation shall be a final determination unless contested pursuant to the hearing procedures provided under section 42-40.
- (b) The Code Enforcement Board shall have the power to conduct hearings, issue remedial and final orders and impose fines upon a final determination as a method of enforcing the code when a violation of the Code has been determined by the Code Enforcement Officer and a contest to the board has been initiated.
- (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 of the Fire Prevention Division or Battalion Chief~~ Building Division 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. 42-35. Appointment of members; term of office; removal from office.

- (a) Members of the Code Enforcement Board shall be residents and registered voters of the City for a period of at least one (1) year prior to joining the board and shall reside there throughout the term in office and shall be appointed by the Mayor, subject to the approval by the City Commission.
- (b) The initial appointment to a five (5) member Code Enforcement Board shall be as follows:
 - (1) Two (2) members appointed to a one (1) year term.
 - (2) Two (2) members appointed to a two (2) year term.
 - (3) One member appointed to a three (3) year term.

All subsequent appointments shall be for a term of three (3) years. A member may be reappointed by the Mayor, subject to approval by the City Commission.

- (c) The Mayor may appoint, subject to the approval of the legislative body, one (1) alternate member to serve on the Code Enforcement Board in the absence of regular members.
- (d) Any vacancy on the board shall be filled by the Mayor, subject to approval of the City Commission within thirty (30) days of the vacancy. If the vacancy is not filled within that time period, the City Commission shall fill the vacancy.
- (e) A Code Board Member may be removed from office by the Mayor for absenteeism or inability to meet, misconduct, inefficiency, or willful neglect of duty. The Mayor must submit a written statement to the member and the City Commission setting forth the reasons for removal, but removal shall not be subject to approval of the City Commission.

Sec. 42-36. Organization of Board; meetings; quorum; compensation; and minutes.

- (a) If the Board consists of five (5) members, it shall annually elect a Chair from among its members. The Chairman shall be the presiding officer and a full voting member of the Board.
- (b) Regular meetings of the Code Enforcement Board shall be held monthly on a date to be set by the Board. Meetings other than those regularly scheduled shall be special meetings held in accordance with the requirements of the Kentucky Open Meetings Act, and the Board may adopt a procedure for special meetings, if necessary.
- (c) All meetings and hearings of the Code Enforcement Board shall be held in accordance with the requirements of KRS 65.8801 et seq., Roberts Rules of Order, the Kentucky Open Meetings Act, and the Kentucky Open Records Act.
- (d) A majority of the members of the Code Enforcement Board shall constitute a quorum for all purposes. A decision reached by a quorum of the Code Enforcement Board present at a properly called meeting shall constitute a decision of the entire Board.
- (e) Minutes shall be kept for all proceedings of the Code Enforcement Board and the vote of each member on any issue decided by the board shall be recorded in the minutes.
- (f) All voting members of the Board shall receive compensation. The Chairperson shall receive \$100.00 per meeting attended. All other voting members shall receive \$75.00 per meeting attended. For the purpose of this section, the Code Enforcement Board will be exempt from occupational taxes. Any member of the Board may voluntarily decline all or part of such compensation or reimbursement, for any reason, by providing written notice to the appropriate official. Such waiver may be prospective or retroactive, may be for a specified period or indefinite, and may be revoked at any time by written notice. A waiver under this section shall not affect the member's status, rights, or duties on the Board. City staff members serving on or assisting the Board in an official capacity shall not receive compensation or reimbursement for attendance at Board meetings.

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 from voting on the matter in which such member has an interest. 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. 42-38. Jurisdiction.

The Code Enforcement Officer and Code Enforcement Board shall have jurisdiction to enforce and shall enforce those city ordinances and code provisions which specifically designated to the Code Enforcement Board.

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:

- (1) To adopt rules and regulations to govern its operations and the conduct of its hearings.
- (2) To subpoena witnesses and to allow Code Enforcement Officers to serve subpoenas.
- (3) To conduct hearings to determine if there has been a violation of the Code.
- (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.
- (5) To make findings of fact and issue remedial or final orders necessary to remedy any violation of the Code or Code provision which the board is authorized to enforce.
- (6) To impose fines, as authorized, on any person found to have been in violation.
- (7) To order liens to be filed for the collection of fines, charges, costs, penalties, and fees, including attorney's fees.
- (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 section 42-50, including but not limited to high grass, weeds, rubbish, or junk motor vehicles and appliances as defined in section 42-48.
- (9) To conduct hearings to consider appeals from the determination of the ~~Deputy Chief of the Fire Prevention~~ Building Division as to the suspension, revocation, or denial of a rental occupancy permit in accordance with section 42-41.5 except as it relates to orders of the fire Code Official which shall be heard by the Building, Electrical, and Fire Code Appeals Board pursuant to Sec. 46-34.
- (10) To set a regular monthly meeting date and call special meetings as needed.

Sec. 42-40. Enforcement hearing.

The following requirements shall govern all enforcement hearings before the Board:

- (1) If the alleged violator desires to contest the citation, such person may initiate a hearing before the Code Enforcement Board after a citation is issued by a Code Enforcement Officer.
- (2) Except as provided in subsection (3) of this section, if a Code Enforcement Officer believes, based on personal observation or investigation, that a person has violated the Code, the officer shall issue a notice of violation to the offender allowing the offender seven (7) days to remedy the violation without fine and advise the offender that the violations may be referred to the County attorney or the commonwealth attorney for criminal prosecution. The offender may be allowed a reasonable extension of time to remedy the violation without fine at the discretion of the Code Enforcement Officer, if requested by the offender. The notice of violation shall be reasonably calculated to inform the offender of the nature of the violation, and may be in the form of a posted sign notice on or near the door, if unsafe conditions exist for a property with a dwelling or structure, or in the form of a posted sign for vacant lots.
- (3) If the offender fails or refuses to remedy the violation within the time allotted by the Code Enforcement Officer, the Code Enforcement Officer is authorized to issue a citation. The citation shall represent a determination by the Code Enforcement Officer that a violation has been committed, and that determination shall be final unless contested by the alleged violator and taken before the Code Enforcement Board.
- (4) Nothing in this article shall prohibit the City from taking immediate action to remedy a violation of its ordinances when there is reason to believe that the violation presents 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, or if other specific circumstances merit immediate abatement.
- (5) The citation issued by the Code Enforcement Officer shall contain the following information:
 - a. The date and time of issuance;
 - b. The name and address of the person to whom the citation is issued;
 - c. The date and time the offense was committed;
 - d. The facts constituting the offense;
 - e. The section of the Code or the number of the ordinance violated;
 - f. The name of the Code Enforcement Officer;
 - g. The fine that will be imposed for the violation if the person does not contest the citation;
 - h. The maximum fine that may be imposed if the person elects to contest the citation;
 - i. The procedure for the person to follow in order to pay the fine or to contest the citation;
 - j. A statement that if the person fails to pay the fine set forth in the citation or contest the citation, within the time allowed, the person shall be deemed to have

- waived the right to a hearing before the Code Enforcement Board to contest the citation and that the determination that the violation was committed shall be final;
- k. Notice that a lien may be filed or foreclosure proceedings initiated to collect fines, charges, costs, penalties, and fees, including attorney's fees;
 - l. Notice that violation may be referred to the County Attorney or Commonwealth Attorney for criminal prosecution.
- (6) Upon receipt of a citation, the offender shall respond to the citation within seven (7) days of the date of receipt by either paying the fine or requesting, in writing, a hearing before the Code Enforcement Board to contest the citation. If the offender responds by paying the fine, the offender shall still be required to remedy the violation and will be given a reasonable time to remedy. If the offender fails to remedy the violation, another Notice of Violation may be issued, in accordance with subsection (2) of this section, for another violation of the Code. If the person fails to respond to the citation within seven (7) days, the person shall be deemed to have waived the right to a hearing and the determination that a violation was committed shall be considered final.
- (7) If the offender does not contest the citation within the time prescribed, the Code Enforcement Officer issuing the citation shall determine that the violation was committed, no contest was initiated, and cause the violation to be abated and/or impose the fine set forth in the citation and then enter the final order. If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with subsection (2) of this section, for another violation of the Code. A copy of the final order shall be served on the offender.
- (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.

- (a) When a hearing has been requested, the Code Enforcement Board shall schedule a hearing. The Board may hold hearings once a month or more frequently as necessary or needed.
- (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.
- (c) Any person requesting a hearing before the Code Enforcement Board who fails to appear at the time and place set for the hearing shall be deemed to have waived the right to a hearing to contest the citation and a determination that a violation was committed shall be entered and become final. The Code Enforcement Board shall enter a final order determining the violation was committed and shall cause the violation to be abated, if not already abated, and/or impose the fine set forth in the citation. If the offender does not remedy in the time

provided, another notice of violation may be issued, in accordance with section 42-40(2), for another violation of the Code. A copy of the final order shall be served upon the offender.

- (d) All testimony shall be taken under oath and recorded. Testimony shall be taken from the Code Enforcement Officer, the alleged violator, and any witnesses to the violation offered by the Code Enforcement Officer or alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (e) The Code Enforcement Board shall, based on the evidence, determine whether a violation was committed. 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 (1) of the following:
 - (1) Pay a civil fine in an amount up to the maximum authorized by ordinance;
 - (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 section 42-43. Such extensions shall not be granted for violations related to nuisances listed in section 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 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 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 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, as determined by the Fire Chief, the Deputy Chief of the Fire Prevention Division, Battalion Chief, Fire Marshal, Director of Community Development, or the City Manager.

Sec. 42-41.5. Rental occupancy permit appeals.

In the event a landlord wishes to appeal a determination by the ~~Deputy Chief of Fire Prevention or Battalion Chief~~ Building Division to sustain a decision by a Code Officer in suspending, revoking, or denying a rental occupancy permit pursuant to section 42-73(b), 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 decision within 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.
- (3) The issue to be determined by the Code Enforcement Board shall be whether the evidence supports the Code Officer's determination of noncompliance with section 42-69 such that suspension, revocation, or denial of the rental occupancy permit is or was warranted. The Code Enforcement Board may sustain, reverse, or modify (e.g. suspending rather than revoking a permit) the action of the Code 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 Officer's determination finds the landlord's noncompliance to be life threatening, a distinct fire hazard, or imminent danger.

Sec. 42-42. Appeals; final judgment.

- (a) An appeal from any final written order of the Code Enforcement Board may be made to the McCracken County District Court within thirty (30) days of the date the order is issued. The appeal shall be initiated by the filing of a complaint and a copy of the Code Enforcement Board's final order in the same manner as any civil action under the Kentucky Rules of Civil Procedure.
- (b) The action before the District Court shall be limited to a review of the record created before the Code Enforcement Board. If the court finds that a violation occurred, the offender shall be ordered to remedy the violation and pay to the City all fines, charges, fees, including attorney's fees, and penalties occurring as of the date of the judgment. The district court judge shall provide the offender a reasonable time to remedy the violation. If the offender does not remedy in the time provided, another notice of violation may be issued, in accordance with subsection 42-41(b), for another violation of the Code. If the district court judge fails to provide the offender with time to remedy the violation, the offender shall have the time provided in the final order of the Code Enforcement Board to remedy the violation.

If the court finds a violation did not occur, the City shall be ordered to dismiss the notice. The offender shall not be entitled to recover attorney's fees or costs.

- (c) If no appeal from a final order of the Code Enforcement Board is filed within the time period set in subsection (a) of this section, the Code Enforcement Board's order shall be deemed final for all purposes.

Sec. 42-43. Ordinance fine schedule.

- (a) If a citation for a violation of the Code is not contested by the person charged with the violation, the penalties set forth in this subsection may apply per inspection: If the Code Enforcement Officer is required to make inspections beyond the initial inspection and one (1) additional follow-up inspection, to determine if the required corrections have been made, then the Code Enforcement Board shall assess the following fines not to exceed the value of the property as determined by the Property Valuation Administrator:

Inspections	Each Occurrence
Appliances, Grass, Weeds, Litter, Solid Waste, Other Nuisances Defined by 42-50(a)(1)—(7)	\$100.00

Inspections	First Occurrence — 30 Days After Final Order or Waiver of Hearing	Second Occurrence — 60 Days After Final Order or Waiver of Hearing
Junk Motor Vehicles	\$100.00	Motor Vehicle Subject to Tow at Owner's Expense

Inspections	3rd Inspection	4th Inspection	5th Inspection and All Subsequent Inspections
Property Maintenance	\$250.00	\$350.00	\$500.00

- (b) If the citation is contested and a hearing before the Code Enforcement Board is required, the penalties may be doubled at the discretion of the Board per inspection not to exceed the value of the property as recorded by the Property Valuation Administrator, or for a motor vehicle, not to exceed the fair market value of the motor vehicle as determined by reference to Kelley Blue Book, NADA or other appropriate Guides, whichever is greater.

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 \$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 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.
- (b) A notice of the lien may be recorded in the office of the County clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest until paid. The lien shall continue for ten (10) years following the date of the nonappealable final order or final court judgment.
- (c) Subject to section 42-45(9), the lien shall take precedence over all other liens, except State, County, school board and City taxes, and may be enforced by judicial proceedings, including a foreclosure action.
- (d) In addition to the remedy prescribed in subsection (a) of this section, the property owner found to have violations of this chapter on his/her property 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 eight (8) 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.
- (e) The City shall be entitled to recover from the responsible owner all attorney fees and others costs incurred by the City by reason of the collection upon and enforcement of the responsible owner's ' liability hereunder and the lien which secures the same.
- (f) Upon payment, determination of the Code Enforcement Board or Court order, the City shall be authorized to release any lien filed hereunder and recorded in the office of the County Clerk.
- (g) The provisions of this article shall be enforced in the same manner as other violations of this Code. Any person violating any of the provisions of this article shall be deemed guilty of a Class B misdemeanor, and upon conviction thereof, shall receive a fine not to exceed \$250.00 or a jail sentence not to exceed ninety (90) days for each offense. Each day that such violation continues shall constitute a separate offense. This article and the foregoing penalties shall not be construed to limit or deny the right of the City or any person to such equitable legal remedies as may be available by law.

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:

- (1) Individuals and entities, including, but not limited to, lienholders, may register with the City to receive electronic notification of final orders or liens entered pursuant to this article.
- (2) In order to receive the notification, the registrant shall submit the following information to the code enforcement staff:
 - a. Name;
 - b. Contact person;
 - c. Mailing address;
 - d. Physical address;
 - e. Phone number; and
 - f. Electronic mailing address.
- (3) A registrant may use the email link or electronic form provided on the City website to submit the information required. It shall be the responsibility of the registrant to maintain and update the required contact information with the City at least annually and to update as needed.
- (4) Once every ten (10) days, the City 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 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 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) 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.
- (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 section 42-41(h), a lienholder 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 lienholder 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.

- (1) *Property Maintenance Code Adopted.* A certain document, one (1) copy of which is on file in the office of the City Clerk, being marked and designated as "International Property Maintenance Code 2012 Edition" as published by the International Code Council, and the property maintenance code currently adopted by the City; and each and all of the regulations, provisions, penalties, conditions, and terms of said International Property Maintenance Code and the property maintenance code currently adopted by the City, are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in subsection (2) of this section. Violations of the provisions therein shall be deemed a nuisance enforceable by this article.
- (2) *Additions, insertions and changes* The International Property Maintenance Code is amended and revised in the following respects:
 - a. Section 101.1 (p.1, second (2nd) line). Insert: City of Paducah.
 - b. Section 103.5; refer to section 42-43(b), Ordinance fine schedule.
 - c. Section 104.7; A Property Maintenance Permit shall be required for the abatement of violations under any of the provision of this code.

- d. Section 104.8; Prior to a valid work permit being issued to any individual or legal entity, the individual or legal entity must have no other valid work permits for properties:
 - 1. Where further code enforcement is necessary or ongoing; or
 - 2. Where work has ceased or it not being completed in a workmanlike or acceptable manner so as to address the scope of work authorized by any other valid work permits. Additionally, prior to a valid work permit being issued to any individual or legal entity, the individual or legal entity must have no other monies owed to the City of Paducah by way of back taxes, citations, liens, assessments, or other costs or charges. Whenever a valid work permit has been issued to upgrade or repair a structure on which the Code Official has served notice to make corrections or repairs required by such notice the upgrade or repairs shall be commenced within ten (10) days.
 - (i) All work shall be conducted, installed and completed in a workmanlike and acceptable manner so as to serve the results intended by the order.
 - (ii) Any cessation of the normal construction or repairs may cause the permit to become invalid.
 - (iii) No work permit shall be issued for a structure when the original permit has become invalid without the applicant going through the appeals process.
- e. Section 111; Means of Appeal is deleted. The Means of Appeals shall be as the contest procedure to the Code Enforcement Board as provided in this article.
- f. Section 202; Insert: Public Nuisance: Includes, but is not limited to, any of the following:
 - 1. Any physical condition or occupancy of any premises or appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures;
 - 2. Any premises that has unsanitary sewerage or plumbing facilities;
 - 3. Any premises designated as unsafe for human habitation;
 - 4. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property;
 - 5. Any premises from which the plumbing, heating or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided;
 - 6. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of weeds; or

7. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.
 - g. Section 301.4; Public Nuisance. All premises shall be kept free from public nuisances as defined in Section 202.
 - h. Section 302.4; Insert: Ten (10) inches.
 - i. Section 304.14 (p.10, first (1st) and second (2nd) line); Insert: May 1 thru October 31.
 - j. Section 602.3 (p. 17, fifth (5th) line); Insert: September 1 thru May 31.
 - k. Section 602.4 (p. 17, third (3rd) line); Insert: September 1 thru May 31.
 - l. The term "Code Official," as used in the International Property Maintenance Code, shall be deemed to be, inspectors in the Fire Prevention Division or the Building Division and shall be charged with the administration and enforcement of this Code.
 - m. The Code Enforcement Section is hereby created in the Fire Prevention Building Division and shall be charged with the primary responsibility of enforcement of this Code.
 - n. The Board of Appeals referred to in the International Property Maintenance Code shall be the Code Enforcement Board, as set forth in this article.
- (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, Director of Community Development, 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 (1) 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 hours 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 section 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.* Nothing in this section or in the property maintenance code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed as cited in subsection (b) of this section; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this section.
- (6) *Conflicts.* If any conflicts exist between the International Property Maintenance Code and the Kentucky Building Code, the Kentucky Building Code shall take precedence and control over all such matters.
- (7) *Collection of costs incurred by city.* The City shall be entitled to recover from any responsible party all reasonable attorney fees and other costs and expenses incurred by the City by reason of the collection upon and the enforcement of the responsible party's liability, and the lien which secures same, under the International Property Maintenance Code as adopted by the 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:

Aircraft means any contrivance now known or here-after invented, used or designated for navigation or for flight in the air. Aircraft shall include drones, helicopters and lighter-than-air dirigibles and balloons.

Authorized private receptacle means a litter storage and collection receptacle as required and authorized in section 42-49 and by the Refuse Department.

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; 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.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Litter, garbage, refuse, and rubbish, as defined herein, and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

Motor vehicle means any contrivance, or parts thereof, propelled by power and used for transportation of persons or property on public streets and highways.

Newspaper means any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with Federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four (4) issues per year, and sold to the public.

Noncommercial handbill means any printed or written matter, any sample, or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper.

Park means a park, reservation, playground, beach, recreation center or any other public area in the City, owned or used by the City and devoted to active or passive recreation.

Person means any person, firm, partnership, association, corporation, company or organization of any kind.

Private premises means any dwelling, house, building or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch

steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building, or other structure.

Public place or property means any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.

Refuse means all putrescible and nonputrescible solid wastes (except body wastes) including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

Rubbish means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, interior furniture, interior and exterior decorations, crockery and similar materials.

Vehicle means any vehicle, device or other contrivance, or parts thereof, propelled by human or mechanical power in, upon, or by which any person or property is or may be transported or drawn, including without limitation devices used exclusively upon stationary rails or tracks, motor vehicles, tractors, boats, motorboats, watercrafts, sailboats, boat and utility trailers, mobile homes, motor homes, campers, and off-highway vehicles.

- (b) *Depositing litter in public places.* No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the City except in public receptacles, in authorized private receptacles for collection, or in official city dumps.
- (c) *Depositing litter in parks.* No person shall throw or deposit litter in any park within the City except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.
- (d) *Depositing litter in lakes and fountains.* No person shall throw or deposit litter in any river, fountain, pond, lake, stream, bay or any other body of water in a park or elsewhere within or bordering the City.
- (e) *Depositing litter on private property; duty to maintain private property free of litter.*
 - (1) No person shall throw or deposit litter on any occupied private property within the City, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk, or other public place or upon any private property.
 - (2) The owner or person in control of any private property shall at all times maintain the premises free of litter. Provided, however, that this subsection shall not prohibit the storage of litter in authorized private receptacles for collection.
- (f) *Depositing litter on vacant lot.* No person shall throw or deposit litter on any open or vacant private property within the City, whether owned by such person or not.
- (g) *Manner of placing litter in receptacles.* Person placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being

carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

(h) *Sweeping litter into gutters.*

(1) No person shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter.

(2) No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the City shall keep the sidewalk in front of their business premises free of litter.

(i) *Throwing litter from vehicle.* No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the City, or upon private property.

(j) *Truck loads causing litter; tires carrying dirt or other material onto street.* No person shall drive or move any truck or other vehicle within the City unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place. Nor shall any person drive or move any vehicle or truck within the City, the wheels or tires of which carry onto or deposit in any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind.

(k) *Dropping litter from aircraft.* No person in an aircraft or by use of an aircraft shall throw out, drop or deposit within the City any litter, handbill or any other object.

(l) *Distribution of handbills.*

(1) *Depositing on street, sidewalk or other public place.* No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street or other public place within the City.

(2) *Depositing in or on vehicles.* No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle. Provided, however, that it shall not be unlawful in any public place for a person to hand out or distribute, without charge to the receiver thereof, a handbill to any occupant of a vehicle who is willing to accept it and to be responsible for disposing of it.

(3) *Depositing on vacant private premises.* No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant.

(4) *Depositing on posted private premises.* No person shall throw, deposit or distribute any commercial or noncommercial handbill upon any private premises, if requested by anyone thereon not to do so, or if there is placed on the premises, in a conspicuous position near the entrance thereof, a sign bearing the words: "No Trespassing," "No Peddlers, or Agents," "No Advertisement," or any similar notice, indicating in any

manner that the occupants of the premises do not desire to be molested or have their right of privacy disturbed, or to have any such handbills left upon such premises.

(5) *Depositing on inhabited private premises.*

- a. *Generally.* No person shall throw, deposit or distribute any commercial or noncommercial handbill in or upon private premises which are inhabited, except by handing or transmitting any such handbill directly to the owner, occupant, or other person then present in or upon such private premises. Provided, however, that, in case of inhabited private premises which are not posted as provided in this article, such person, unless requested by anyone upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or sidewalks, streets, or other places, and except that mailboxes may not be so used when so prohibited by Federal postal law or regulations.
- b. *Exemption for mail and newspapers.* The provisions herein shall not apply to the distribution of mail by the United States, nor to newspapers (as defined herein), except that newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

(m) *Posting notices on trees or utility poles.*

- (1) It shall be unlawful for any person to tack, place or post any signs, cards, placards or advertisements of any character on any utility pole or tree in the public right-of-way, on or along any of the sidewalks, streets, alleys or public grounds in the City. The City may place traffic-control signs on utility poles after obtaining a permit from the owner of the utility pole.
- (2) Permits for stretching streamers or placing banners and/or decorations temporarily may be issued by the office of the Mayor at the Mayor's discretion when in the interest of charitable, benevolent, patriotic or municipal causes.

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:

Apparently abandoned means any motor vehicle which does not appear to have been moved or maintained, as determined by the Code Enforcement Officer, for at least sixty (60) days.

Apparently inoperable means a motor vehicle which does not appear to be capable of moving a distance of twenty (20) feet under its own power on a flat surface, or which does not comply with legal requirements for vehicles used or parked on public streets with regard to safety equipment such as brakes, lights, mirrors, and safety glass, tires, or with regard to vehicle licensing requirements, and which condition(s) last for at least sixty (60) days.

Appliances means any unit, or part thereof, of household appliances, machinery, furniture, or equipment, whether functional or ornamental, and whether mechanical or powered by some

source of energy or not, including, but not limited to, stoves, refrigerators, television sets, beds, lamps, tools, mowers, garden tractors, building materials, objects of art, and the like.

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.

In the open means is upon land that may be viewed from a public street or alley or an adjoining property.

Junked appliances means any unit, or part thereof, of household appliances, machinery, furniture, or equipment, whether functional or ornamental, and whether mechanical or powered by some source of energy or not, including, but not limited to, stoves, refrigerators, television sets, beds, lamps, tools, mowers, garden tractors, building materials, objects of art, and the like, the condition of which is one (1) of the following:

- (1) Wrecked;
- (2) Dismantled;
- (3) Partially dismantled;
- (4) Inoperative;
- (5) Abandoned;
- (6) Discarded.

Junked motor vehicles means any vehicle, device or other contrivance, or parts thereof, propelled by human or mechanical power in, upon, or by which any person or property is or may be transported or drawn, including, without limitation, devices used exclusively upon stationary rails or tracks, motor vehicles, tractors, boats, motorboats, watercrafts, sailboats, boat and utility trailers, mobile homes, motor homes, campers, and off-highway vehicles, the condition of which is one (1) or more of the following:

- (1) Wrecked;
- (2) Dismantled;
- (3) Partially dismantled;
- (4) Inoperative or apparently inoperative for a period of more than sixty (60) days;
- (5) Abandoned or apparently abandoned for a period of more than sixty (60) days;
- (6) Discarded.

Motor vehicle means any contrivance, or parts thereof, propelled by power and used for transportation of persons or property on public streets and highways.

Person means any individual, firm, partnership, association, corporation, company or organization of any kind.

Public place or property means any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.

Vehicle means any vehicle, device or other contrivance, or parts thereof, propelled by human or mechanical power in, upon, or by which any person or property is or may be transported or drawn, including, without limitation, devices used exclusively upon stationary rails or tracks, motor vehicles, tractors, boats, motorboats, watercrafts, sailboats, boat and utility trailers, mobile homes, motorhomes, campers, and off-highway vehicles.

(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:
 - a. Any vehicle or appliance in an enclosed building;
 - b. Any vehicle or appliance on the premises of a business enterprise operated in a lawful manner, when necessary to the operation of such business enterprise; or
 - c. Any vehicle or appliance on property occupied and used for repair, reconditioning and remodeling of vehicles or appliances in conformance with the zoning code of the City.
- (2) Accumulation of vehicles. No person shall accumulate, store or allow more than four (4) vehicles in the open upon any public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the City. Such accumulation, storage or allowance shall be deemed a public nuisance and it shall be unlawful for any person to cause or maintain such a public nuisance, provided that this provision shall not apply with regard to:
 - a. Any vehicle in an enclosed building, provided that such storage in an enclosed building must not create or constitute a health or fire hazard;
 - b. Any vehicle on the premises of a business enterprise operated in a lawful manner, when necessary to the operation of such business enterprise; or
 - c. Any vehicle on property occupied and used for repair, reconditioning and remodeling of vehicles in conformance with the zoning code of the City.
- (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 visible to the general public.

- (c) *Liability for damages to removed vehicle or appliance.* Neither the owner or occupant of the premises from which any aforesaid vehicles or appliances shall be removed, their servants or agents, nor any department of the City, or its agents, shall be liable for any loss or damage to the vehicle or appliance while being removed or as a result of any subsequent sale or other disposition.
- (d) *Compliance by removal of vehicle or appliance by owner.* The owner's removal of the vehicle or appliance declared to be a nuisance pursuant to this section from the premises within seven (7) days after receipt of notice of violation from the City shall be considered compliance with the provisions of this section and no further action shall be taken against nor any fine imposed against the owner of the vehicle or appliance or the owner or occupant of the premises. Written permission given to the Code Enforcement Officer for the removal of the vehicle or appliance by the owner of same or the owner or occupants of the premises on which it is located shall be considered compliance with the provisions of this section on their part and no further action shall be taken against the one giving such permission, except for collection of towing charges or hauling costs for the removal of the nuisance.
- (e) *Compliance by removal of junk motor vehicle by owner within thirty (30) days of final order or waiver of hearing.* The owner's removal of the vehicle declared to be a nuisance pursuant to this section from the premises between seven (7) and thirty (30) days after receipt of notice of violation from the City shall be considered compliance with the provisions of this section and no further action shall be taken against the owner of the vehicle or the owner or occupant of the premises except for the fine set forth in section 42-43(a). Written permission given to the Code Enforcement Officer for the removal of the vehicle by the owner of same or the owner or occupants of the premises on which it is located shall be considered compliance with the provisions of this section on their part and no further action shall be taken against the one giving such permission, except for collection of towing charges for the removal of the nuisance.
- (f) *Removal of junk motor vehicles.* Sixty (60) days following a final order finding a violation or waiver of a hearing as set forth in section 42-40 and section 42-41, the Code Enforcement Board shall provide notice to the owner of the real property where the junk motor vehicle is situated, as well as to the registered owner of the junk motor vehicle that has been declared to be a nuisance pursuant to this section, that such vehicle will be removed from the property and towed at the owner's expense. Such notice shall be mailed via certified mail no less than fourteen (14) days prior to the date the junk motor vehicle is to be towed from the property, and shall include the make, model, license number and vehicle identification number of the vehicle, and the location from where the vehicle will be towed. Neither the City of Paducah nor the Code Enforcement Board or its officers shall be liable for any damage or loss to the junk motor vehicle or its contents during or after towing.
- (g) *Right of entry.* In the enforcement of this section, a Code Enforcement Officer, and duly authorized agents, assistants, employees, or contractors, may enter upon private or public property to examine the vehicle or appliance, or obtain information as to the identity of the vehicle or appliance and of the owner thereof, and to remove or cause removal of the vehicle or appliance declared to be a nuisance pursuant to this article.
- (h) *Section supplemental to other regulations.*

- (1) This section is not the exclusive regulation of abandoned, wrecked, dismantled or inoperative vehicles or appliances or the accumulation and storage of vehicles within the City. The provisions of this section are supplemental and in addition to all other regulatory codes, statutes and ordinances heretofore enacted by the City, State or any other legal entity or agency having jurisdiction.
- (2) The provisions of this section shall be deemed cumulative of the provisions and regulations contained in this Code, save and except that, where the provisions of this section and the sections hereunder are in conflict with the provisions elsewhere in this Code, then the provisions contained herein shall prevail.

Sec. 42-49. Solid waste.

- (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:

Back door pickup means requested by residence to have a point of pickup other than what is assigned.

Bulk waste means any items commonly handled in bulk form, including, but not limited to, any discarded appliance such as hot water heaters, stoves, air conditioners and refrigerators; any discarded furniture such as couches, chairs and mattresses; trees or tree limbs in excess of forty-eight (48) inches in length and greater than fifteen (15) inches in diameter; or tree stumps.

Business means and applies to any establishment or firm wherein an occupational license is required by the City, except as otherwise provided herein.

Commercial waste means any waste generated by a business establishment, excluding such waste as designated in subsection (e) of this section.

Commercial waste container means dumpsters of various sizes: two (2), four (4), six (6) and eight (8) cubic yard capacity. Dumpsters shall remain the property of the City.

Department means the Public Works Department of the City of Paducah.

Department in charge means the Public Works Department will be charged with carrying out the duties of the provisions of this section.

Division means the Solid Waste Division of the Public Works Department.

Green waste means and includes, but is not limited to, all accumulations of grass, shrubbery, weeds or cuttings from any of the foregoing, or pine needles, and other waste incidental to the growth, maintenance or care of lawns, or shrubbery, vines and gardens. The term "green waste" shall not be taken to include trees or tree limbs in excess of forty-eight (48) inches in length and greater than fifteen (15) inches in diameter, tree stumps, used or broken appliances, furniture, bedding, building materials, lumber or other material of like nature. (See *Bulk waste*.) In addition, the total volume of green waste placed for collection shall not exceed ten (10) feet in length and sixty (60) inches in height per pickup.

Multiple dwelling means a structure or structures having more than one (1) single-family unit, and shall include apartment buildings, motels and hotels.

Premises means land or buildings, or both, occupied or used by one (1) or more households or one (1) or more business places.

Residence means a single-family residential unit.

Residential waste means every accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in, or storage of, meats, fish, fowl, fruits or vegetables. This also includes any other matter of any nature whatsoever which is subject to decay and the generally noxious or offensive gases or odors which, during or after, may serve as breeding or feeding material for flies or other germ-carrying insects; and any waste accumulations of paper, wooden or paper boxes, tin cans, bottles or other containers, sweepings, and all other accumulations of a nature usual to housekeeping.

Residential waste container means green mobile cart (capacity ninety-six (96) gallons). Said container shall remain the property of the City.

Residential waste container (service assist) means blue mobile cart (capacity ninety-six (96) gallons). Said container shall remain the property of the City.

Service assist means when no individual in the household is physically or mentally capable of maneuvering the waste container to the designated point of pickup.

Solid waste means all forms of waste as defined herein, including bulk, commercial, green and residential waste.

Trailer park, mobile home park means any business enterprise maintaining premises for the rent of mobile homes or house trailers and/or mobile home or house trailer sites.

(b) *Authority and duties of City Manager.*

- (1) The City Manager or designee shall have the authority to make and modify, as necessary, the days of collection, location of containers, and such other matters pertaining to the collection, transportation and disposal of waste.

(c) *Preparation of waste.*

- (1) *Residential waste.* All residential waste must be contained within the confines of the residential waste container. The container shall be kept tightly covered at all times except when it becomes necessary to lift covers for the purpose of depositing waste or for the purpose of emptying such waste container in a solid waste truck. No medical, hazardous and/or toxic waste or liquids will be deposited into a residential waste container.
- (2) *Commercial waste.* All commercial waste must be contained within the confines of the appropriate commercial waste container. No medical, hazardous and or toxic waste or liquids will be deposited into a commercial waste container.
- (3) *Green waste.* All green waste which is absorbent, such as grass and leaves, shall be contained in bags (not to exceed fifty (50) pounds) and kept separate from residential waste. All trimmings, such as hedge or tree limbs (not greater than fifteen (15) inches in diameter), vines and shrubbery shall be bundled in bundles not greater than forty-eight-inch lengths and not to exceed fifty (50) pounds in weight. All bags and bundles shall be placed at the household's designated point of pickup. In addition, the total

volume of green waste placed for collection shall not exceed ten (10) feet in length and sixty (60) inches in height per pickup.

- (4) *Bulk waste.* Bulk waste shall be picked up at the designated point of pickup. All items shall be prepared for disposal in accordance with all local, State, and Federal laws.

(d) *Location of containers; collection.*

- (1) *Restrictions on collectors.* City solid waste collectors shall not enter houses or buildings for the collection of solid waste nor shall they accept any money or gifts for their services.
- (2) *Separation of waste from non-waste items.* Solid waste shall not be stored in close proximity to other effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.
- (3) *Residential collection.*
 - a. The City shall collect residential waste once a week in accordance with a schedule prepared by the City Manager or designee.
 - b. It shall be the responsibility of each occupant, on the scheduled day of collection, to place the occupant's residential waste container at the designated point of collection (curbside, street side or in an accessible alley) not later than 4:00 a.m. the day of scheduled pickup, unless otherwise authorized by the City Manager or designee. The container shall be placed in such a manner as not to interfere with overhead power lines or tree branches, parked cars, vehicular traffic, or in any other way that would constitute a public hazard or nuisance.
 - c. Waste containers may be placed at the point of pickup the evening before the scheduled pickup service. Waste containers shall be removed from the point of pickup not later than 11:00 p.m. of the day of the scheduled pickup.
 - d. Waste containers, when not out for collection on the scheduled pickup day, shall be stored away from the front of any building or premises to the extent practicable. Waste containers shall not be permanently maintained on or immediately adjacent to any street or sidewalk. Exceptions may be made where no alternative storage location is reasonably available, but in such cases, containers must be kept as screened and unobtrusive as possible when not out for collection.
 - e. If accumulation of residential waste regularly exceeds the capacity of the ninety-six-gallon container, the City Manager or designee may assign the resident an additional ninety-six-gallon container, at such fees or charges as the City Commission may establish from time to time by municipal order.
 - f. The City may provide pickup service at other than the designated location, at such fees or charges as the City Commission may establish from time to time by municipal order. The location of the pickup will be approved by the City Manager or designee.

- g. The City Manager or designee shall have sole discretion in verifying the need for a service assist (blue residential waste container) and the determination of the point of pickup for said service assist.
 - 1. In the event the occupant has difficulty in using the refuse container in the designated area or would create a hardship, the occupant shall notify the City Manager in writing stating the basis for the difficulty and what relief is requested.
 - 2. The City Manager or designee upon a showing of physical handicap or medical condition by written documentation or sufficient proof as to physical conditions hindering compliance, may grant the relief requested or other appropriate relief.
 - 3. These conditions shall apply when there is no one present in the household who is able to move the container to the designated point of pickup.
 - h. The City shall collect green waste in accordance with a schedule prepared by the City Manager or designee. Collection will be at the household's curbside or street side point of pickup. The City may pick up green waste in excess of the specifications outlined in this division for a fee established by the City Commission by municipal order from time to time.
 - i. No provision of this section shall be construed to prevent any person from transporting or disposing of solid waste produced by the household. Disposal by such means shall not exempt such person from the obligation to pay the solid waste collection service charges.
- (4) *Container damage or loss.* Residential waste container and commercial waste container shall both remain the property of the City at the premises where delivered. The premises' owner or occupant and/or commercial establishment shall maintain their assigned waste containers and the surrounding area in a clean, neat, sanitary condition. Residential and commercial waste containers shall be cleaned and disinfected on a regular basis by the premises' owner or occupant or business utilizing the waste container. Containers which are damaged, destroyed, or stolen through neglect, improper use or abuse by the occupant-users shall be replaced by the City at the expense of the occupants or the owner of the residence. Containers which are damaged in the course of normal and reasonable usage or which are damaged, destroyed, or stolen through no abuse, neglect, or improper use of the occupant-users or residence owner shall be repaired or replaced at the sole discretion of the City, at no charge to the occupant-users or residence owners. The containers shall not be damaged, destroyed, defaced or removed from the premises by any person. Markings and identification devices on the containers, except as placed or specifically permitted by the City, are expressly prohibited and shall be regarded as damage to the containers.
- (5) *Bulk waste.*
- a. The City will provide pickup of bulk waste in accordance with a plan prepared by the City Manager or designee, from the household's designated point of pickup. This is a separate service and will be provided at such fees or charges as the City Commission may establish from time to time by municipal order.

- b. The owner of any vacant lot may make arrangements with the City for pickup of bulk waste. The location of the pickup shall be determined by the City Manager or designee. Pickup will be provided at such fees or charges as the City Commission may establish from time to time by municipal order.
- (6) *Commercial collection.* Collection of commercial service shall be made at least weekly, and more frequently if deemed necessary by the City Manager or designee to prevent unsanitary or unsightly accumulation of solid waste. The City Manager or designee shall establish routes of varying frequency for collection and assign each commercial or industrial establishment to the route and frequency which is most adapted to its collection needs.
 - a. All commercial establishments/businesses shall utilize a commercial waste container (two (2), four (4), six (6) and eight (8) cubic yard dumpster) unless otherwise authorized by the City Manager or designee.
 - b. Commercial waste containers must be clear of all obstructions and obstacles at all times to allow for the proper service and inspection. The service schedule is generally 4:00 a.m. to 12:30 p.m. Monday through Saturday.
 - c. New commercial waste accounts, as of November 1, 1997, shall be required to place the container on approved service pads to be constructed of eight (8) inch thick concrete having a minimum compressive strength of four thousand (4,000) psi containing fiber mesh or woven wire and of a size not less than twelve (12) feet wide and thirty (30) feet long. Exceptions of the aforementioned dimensions for width and length shall be at the discretion of the City Engineer. All exceptions will be as a result of physical features adjacent to the approved site. The property owner will be responsible for all repairs necessary as a result of servicing the dumpster.
 - d. The location shall be approved through the City prior to placement. The approval will be a process of the site plan evaluation. The location of the pad will provide freedom of access of solid waste vehicles unimpeded by parked cars. The service pad will be located in a manner as to allow the straightest route into the dumpster. The location will limit turning of refuse vehicles to service the dumpster.
 - e. All dumpsters should be located as near to the rights-of-way as practical, but not in the right-of-way.
 - f. Commercial accounts may request an additional unscheduled pickup. This service will be provided at such fees or charges as the City Commission may establish from time to time by municipal order.
- (7) *Seasonal collection service.* The schedule for collection of bagged leaves shall be established by the City Manager or designee based on weather conditions caused by either an early or late fall.
- (e) *Unlawful accumulation or disposal of waste; disturbing containers.*
 - (1) *Disposal requirements generally.* The disposal of solid waste in any quantity by an individual, householder, establishment, firm or corporation in any place, public or private, other than at the site or sites designated and/or with properly approved permits,

is expressly prohibited. Such disposal methods shall include the maximum practical protection for control of rodents, insects, and nuisances at the place of disposal.

(2) *Unlawful accumulations.*

- a. No person shall permit to accumulate on such person's premises any solid waste except in containers of the type specified in this section, and no odiferous, unsanitary, offensive or unsightly wastes other than solid waste shall be permitted to accumulate on such premises. Noncompliance with the provisions of this section shall constitute a public nuisance.
- b. The occupant of the premises or, in the case of unoccupied premises, the owner, shall be responsible for maintaining, in a clean and sanitary condition free of all solid waste, the sidewalks, ditches, curbs/gutters and unpaved/undeveloped portion of rights-of-way abutting such premises.

(3) *Disturbing containers.* At no time shall any person rifle, pilfer, dig into or in any manner disturb containers containing solid waste.

(4) *Removal of waste by contractors, public utilities, builders, tree trimmers and landscapers.* Contractors, public utilities, builders, tree trimmers, and landscapers shall be responsible for the removal of all trash and debris generated during the course of their work, at their own expense. However, green waste generated by such parties-such as grass clippings, shrubbery trimmings, vines, and small branches-may be placed for City collection provided it fully conforms to the definition and limitations of green waste as set forth in this ordinance. All other materials, including but not limited to tree trunks, large limbs exceeding ordinance size limits, roots, stumps, concrete slabs, concrete blocks, bricks, construction or demolition debris, and similar materials, shall not be collected by the City and must be removed from the premises by the responsible party.

(5) *Prohibited substances in city-owned containers.* The following substances are hereby prohibited and shall not be deposited in any city-owned solid waste container, either residential or commercial:

- a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
- b. Any material that could be hazardous or injurious to city employees or which could cause damage to city equipment.
- c. Building material/debris.
- d. Hot materials such as ashes, cinders, and the like.
- e. Human or animal feces are hereby prohibited from being placed in any solid waste container unless placed and secured in a plastic bag.
- f. Carcasses of dead animals.

(6) *Industrial, hazardous, toxic, medical and infectious waste.* All industrial, hazardous, toxic, medical, and infectious waste, including, but not limited to, hypodermic syringes, shall be disposed of by the industry, manufacturer, or processing plant

generating such waste under such methods and conditions as shall be approved by all applicable State or Federal guidelines.

- (7) *Dumping in stream, ditch, sewer or drain.* It shall be unlawful for any person, firm, or other entity, regardless of form, to dump waste in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain.
- (f) *Open burning.* It shall be unlawful for any person, firm or other entity, regardless of form, to burn or attempt to burn solid waste on private or public property within the City limits.

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:
 - (1) *Dangerous trees or stacks adjoining street.* Any tree, stack or other object standing in such a condition that it will, if the condition is allowed to continue, endanger the life, limb or property of, or cause hurt, damage or injury to, persons or property upon the public streets, sidewalks, alleys, or public ways adjacent thereto, by the falling thereof or of parts thereof.
 - (2) *Accumulation of rubbish.* An accumulation on any premises of filth, refuse, trash, garbage, or other waste material which endangers the public health, welfare, or safety, or materially interferes with the peaceful enjoyment by owners or occupants of adjacent property because of the danger that it will catch or communicate fire, attract and propagate vermin, rodents, or insects, or blow rubbish into any street, sidewalk, or property of another.
 - (3) *Storage of explosives.* The storage of explosive material which creates a safety hazard to other property or persons in the vicinity.
 - (4) *Weeds and grass.* The excessive growth of weeds, grass, or other vegetation, except flowers or other ornamental vegetation, which are well maintained. Unless otherwise provided, the term "excessive" shall mean growth to a height of ten (10) inches or more.
 - (5) *Open wells.* The maintenance of any open, uncovered, or insecurely covered cistern, cellar, well, pit, excavation, or vault situated upon private premises in any open or unfenced lot or place.
 - (6) *Trees and shrubbery obstructing streets, sidewalks, and drainage.* The growing and maintenance of trees or shrubbery which in any way interfere with the use, construction, or maintenance of streets, public ways, or sidewalks, or constitute an obstruction thereof.
 - (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 section 126-76.

- (8) *Imminent danger.* Nothing in this article shall prohibit the City from taking immediate action to remedy a violation of its articles when there is reason to believe that the violation presents 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.
- (b) *Responsibility for nuisances created by others.* For the purposes of this section, it shall not be essential that the nuisance be created or contributed to by the owner, occupant, or person having control or management of the premises, but merely that the nuisance be created or contributed to by licensees, invitees, guests, or other persons for whose conduct the owner or operator is responsible, or by persons for whose conduct the owner or operator is not responsible, but by the exercise of reasonable care ought to have become aware of.

Sec. 42-51. Reserved.

Sec. 42-52. Illicit discharges.

- (a) *Purpose and scope.* This section is intended to protect the general health, safety, and welfare of the citizens of the City by declaring illicit discharges into the storm sewer system to be nuisances, and more specifically:
- (1) To protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act by prohibiting non-stormwater discharges and connection to the municipal separate storm sewer system (MS4), collectively called stormwater conveyance system.
 - (2) To prohibit illicit discharges and connections to the MS4.
 - (3) To establish legal authority to carry out all inspection, surveillance and monitoring, and enforcement procedures necessary to ensure compliance with this section.
- (b) *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:

Enforcement agency means the City Engineering Department and its duly authorized representatives or designees.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, biological or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit discharge means any direct or indirect non-stormwater substance or hazardous material disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means, intentionally or unintentionally, into the MS4 or any area that has been determined to drain directly or indirectly into the MS4, except as exempted in subsection (e) of this section.

Illicit connection means any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4. Included are conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the

storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved.

Inspector means a person designated by the City Engineer or the enforcement agency.

Municipal Separate Storm Sewer System (MS4) of Paducah means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, and storm drains designed or used for collecting or conveying stormwater that is owned or operated by the City and discharges to waters of the Commonwealth. Sanitary and combined sewers are not included in the definition of the municipal separate storm sewer system.

Non-stormwater discharge means any discharge to the MS4, that is not composed solely of stormwater except as permitted by subsection (e) of this section.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises means the area of land, site, grounds, or property on which the illegal discharge emanates.

Utility means the owner/operator, public or private, of any underground or overhead line, facility, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, electricity, power, heat, gas, oil, petroleum products, potable water, stormwater, steam, sewage and other similar substances.

Watercourse means any natural or improved stream, river, creek, ditch, channel, canal, conduit, gutter, culvert, drain, gully, swale, or wash in which waters flow either continuously or intermittently.

Wetlands means a lowland area, such as a marsh that is saturated with moisture, as defined by the United States Army Corps of Engineers.

(c) *General provisions.*

- (1) Except as herein provided or exempted by the City Engineer and/or enforcement agency, this section shall apply to all non-stormwater discharges and connections to the MS4 owned and operated by the City.
- (2) The City Engineer and/or enforcement agency shall administer, implement, and enforce the provisions of this section.
- (3) This section shall be construed to ensure consistency with requirements of the Clean Water Act, the City of Paducah KPDES Stormwater Permit, and acts amendatory thereof or any other applicable regulations.

- (4) The standards and requirements set forth herein and promulgated pursuant to this section are minimum standards. This section does not intend nor imply that compliance by any person, company, developer, or any other entity will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into the MS4.
- (d) *Prohibition of discharges and declaration of nuisance; exceptions.*
- (1) No person, company, developer or any other entity shall discharge or cause to be discharged into the MS4 any pollutants including, but not limited to, hazardous materials or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illicit discharge is prohibited.
 - (2) This section does not apply to the following categories of non-stormwater discharges or flows, unless the City Engineer and/or enforcement agency of the regulated MS4 identifies them as significant contributors of pollutants to its MS4: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharge from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.
 - (3) The prohibition of discharges or flows shall not apply to any non-stormwater discharges permitted under a NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the Kentucky Division of Water under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and, provided that written approval has been granted for any discharge to the storm drain system.
 - (4) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. This prohibition includes without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practice applicable at the time of connection.
- (e) *Rules and regulations.*
- (1) *Compliance by elimination of illicit discharges.* Notwithstanding the requirements of subsection (d) of this section, the City Engineer and/or enforcement agency may require by written notice that the person, property owner, occupant, tenant, lessor, lessee, or agency (hereinafter referred to as "party") responsible for an illicit discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges. The elimination of an illicit discharge within three (3) days after receipt of notice of violation from the City shall be considered compliance with the provisions of this article and no further action shall be taken. Written permission given to the City Engineer and/or enforcement agency for the removal of the illicit discharge and/or illicit discharge sources on the premises on which it is located shall be considered compliance with the provisions of this section and no further action shall be

taken against the party, except for the collection of all costs, expenses and/or charges for the removal of the nuisance.

- (2) *Monitor and analyze.* The City Engineer and/or enforcement agency may require, by written notice, that any party engaged in any activity and/or owning or operating any property or facility which has been determined to contribute to stormwater pollution, illicit discharges, and/or non-stormwater discharges to the MS4 to undertake at said party's expense such monitoring and analyses and furnish such reports to the City Engineer and/or enforcement agency as deemed necessary to determine compliance with this section.
- (3) *Notification of spills.* Notwithstanding other requirements of local, State and Federal law, as soon as any party responsible for a property, facility or operation, or responsible for emergency response for a property, facility or operation, has information of any known or suspected release of pollutants or hazardous materials which are resulting or may result in illegal discharges to the MS4, said party shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a hazardous material, said party shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials to the MS4, said party shall notify City Engineer and/or enforcement agency in person or by phone or facsimile no later than 2:00 p.m. of the next business day. Notifications shall be confirmed by written notice addressed and mailed to the City Engineer and/or enforcement agency within three (3) business days of the original notice.

(f) *Inspection, monitoring, and remediation.*

- (1) *Right of entry and inspection.* Whenever the City Engineer and/or enforcement agency has cause to believe that there exists, or potentially exists, any condition which constitutes a violation of this section, the City Engineer and/or enforcement agency may enter the believed violating premises served by the MS4 at all reasonable times to inspect the same.
- (2) *Urgency abatement.* The City Engineer and/or enforcement agency is authorized to require immediate abatement of any violation of this section that constitutes an immediate threat to the health, safety or well-being of the public. If any such violation is not abated immediately as directed by the City Engineer and/or enforcement agency the City is authorized to enter onto private property and to take any and all measures required to remediate the violation. Any expense related to such remediation undertaken by the City shall be fully reimbursed by the property owner and/or responsible party.
- (3) *Sampling devices and testing.* During any inspection as provided herein, the City Engineer and/or enforcement agency may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities. The cost of all testing may be passed on to the party, owner or operator of the premises where the illicit discharge emanates.

(g) *Section supplemental to other regulations.*

- (1) This section is not the exclusive regulation pertaining to illicit discharges and the City's storm sewer systems (MS4). Illicit discharges are hereby declared to be a public nuisance and unlawful as set out in subsection (d) of this section. The provisions of this section are supplemental and in addition to all other regulatory codes, statutes and ordinances heretofore enacted by the City, State or any other legal entity or agency having jurisdiction.
- (2) The provisions of this section shall be deemed cumulative of the provisions and regulations contained in this Code, save and except that, where the provisions of this section and the sections hereunder are in conflict with the provisions elsewhere in this Code, then the provisions contained herein shall prevail.
- (3) Acts potentially resulting in a violation of the Federal Clean Water Act. Any person who violates any provision of this section or any provision of any permit issued by the City may also be in violation of the Clean Water Act and may be subject to the sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this section may also include written notice to the party of such potential liability.

Secs. 42-53—42-59. Reserved.

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, the Deputy Chief in charge of the Fire Prevention Division, or Battalion Chief~~ Director of Community Development or their designee as long as abatement is to be started and completed within thirty (30) days. Any petition for conditional waiver of fines shall be presented to the ~~Fire Chief, the Deputy Chief in charge of the Fire Prevention Division, or Battalion Chief~~ Director of Community Development or their designee in their absence, no later than seven (7) days following a final order under section 42-40(6), (7) or section 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, the Deputy Chief in charge of the Fire Prevention Division, or Battalion Chief~~ Director of Community Development or their designee 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~~ Director of Community Development or their designee 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 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) 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,~~ Director of Community Development or their designee and shall contain the following information:
 - (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, Deputy Chief in charge of the Fire Prevention Division, or the Battalion Chief~~ Director of Community Development or their designee 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;
 - (5) The name and contact information of the person or entity purchasing the real property in question; and
 - (6) The name of the real estate agent(s) or broker(s) facilitating the sale of the real property in question.
- (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 section 42-41. No special or called meeting of the Code Enforcement Board is specifically required by this article. 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~~ Director of Community Development or their designee 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.
- (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 complaints from tenants or landlords which are not 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, 54, 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 ch. 227, 815 KAR 7, or 815 KAR 10, Code Official or Code officer shall mean Fire Code Officials.

Dwelling, assisted care, means a building, or portion thereof, and consisting of five (5) or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by tenants with separate bedrooms for sleeping and that there are shared common areas for reception, recreation, living, cooking, laundry and the like. The unit is further signified by the presence of an employee that provide various services such as housekeeping, maintenance, cooking, security, personal care, and transportation. This definition is distinguished from, and is intended not to conflict with KRS 100.982 and 100.984.

Dwelling, 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, and shall not include apartment buildings or complexes, 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.

Landlord means the owner of a rental residential dwelling unit who offers residential property and its dwelling units, not occupied by the owner, to other persons not related by blood or marriage for some form of compensation through rental payments, lease payments, or some other similar contractual arrangement.

Lodginghouse means a building with more than two (2) but not more than ten (10) guest rooms where lodging with or without meals is provided for compensation.

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, health, safety, or welfare of others. The term "nuisance" includes such uses as defined as nuisances under sections 42-32 and 14-31 of the Paducah Code of Ordinances, as well as under State law.

Nursing home means an establishment which provides full-time convalescent or chronic care, or both, for four (4) or more individuals who are not related by blood or marriage to the operator, and who, by reason of chronic illness or infirmity, are unable to care for themselves; excepting, however, establishments that predominately provide for care for the acutely ill or surgical or obstetrical services. A convalescent home and rest home are included in the meaning of the term "nursing home." A hospital or sanitarium shall not be construed to be included in the meaning of the term "nursing home."

Person means and includes a firm, association, organization, partnership, trust, company or corporation as well as an agent, and an individual.

Safety issue means a tenant's use of a rental dwelling unit, including the building and the premises relating thereto, which constitutes a distinct fire hazard or gives offense to or endangers the life, health, safety, or welfare of others. The phrase "safety issue" includes such uses as defined under State law as life safety or fire hazards.

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

Sec. 42-63. Enforcement.

The ~~Fire Prevention~~ **Building** 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. Registry and rental occupancy permit required.

It shall be unlawful for any property owner or landlord to rent or lease to another or otherwise allow any person to occupy any rental dwelling unit which is subject to this article unless the landlord has first registered the rental dwelling unit with the City of Paducah, and 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.
- (b) The provisions of this article shall not apply to apartment buildings, hotels and motels, bed and breakfasts, nursing homes, assisted care dwelling units, residential care facilities as described by KRS 100.982, hospitals, sanitariums, or recovery homes permitted or approved pursuant to section 126-88 of the Paducah Code of Ordinances.

Sec. 42-66. Rental unit registration.

- (a) *Annual registration.* All owners of rental dwelling units shall annually register the rental property within the City of Paducah in the ~~Fire-Prevention~~ Building Division Office. The annual registration deadline shall be July 1 of each year.
- (b) *Fines.* Any owner of a rental dwelling unit not registered by July 1 shall be subject to a fine of \$100.00 per unit.
- (c) *Moratorium.* Registration of units in existence with occupancy prior to March 1, 2026, shall have no registration fee if registered prior to January 1, 2027. Owners of units in existence with occupancy prior to March 1, 2026, shall be charged \$100.00 per unit for failure to register prior to July 1, 2027.
- (d) Rental dwelling units opened or purchased following July 1 registration shall be registered within thirty (30) days of being made available for rent.

Sec. 42-67. Application for rental occupancy permits.

- (a) By July 1 of every year, the owner or landlord of a rental dwelling unit shall make written application to the ~~Fire-Prevention~~ Building Division for a rental occupancy permit to carry on the business of renting a residential dwelling unit. Such application shall be made on a form furnished by the ~~Fire-Prevention~~ Building Division for such purpose and shall set forth the following information:
 - (1) Name, residence address, email address, telephone number, and date of birth of the landlord of the rental dwelling unit. If the landlord is a partnership, the name of the partnership, and the name, residence address, email address, and date of birth of the managing partner. If the landlord is a corporation or limited liability company, the name and address of the corporation or company, and the name, residence address and date of birth of the chief operating officer.
 - (2) If the landlord has appointed an agent authorized to accept service of process and to receive and give receipt for notices; the name, residence address, email address, telephone number, and date of birth of such property manager or agent;
 - (3) Every applicant, whether an individual, partnership, corporation, or limited liability company shall identify in the application, by name, residence address, email address,

telephone number, and date of birth, a natural person who is actively involved in, and responsible for, the maintenance and management of the premises. A post office box is not acceptable as an address for such person. The individual designated herein may also be the landlord of the dwelling, property manager, or agent identified in subsection (2) of this section;

- (4) Street address of the rental dwelling unit; and
- (5) Number of rental dwelling units within the rental dwelling.
- (b) To determine compliance with this article and this Code, every applicant shall authorize an on-site inspection of the premises no less than biennially, or once every two (2) years.
- (c) It shall be unlawful for any person to make any false statements in an application for a rental occupancy permit.

Sec. 42-68. Issuance of permit.

- (a) Following the filing of an application, a 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 a reasonable period following the date upon which the application is filed.
- (b) Upon completion of an inspection of a rental dwelling and the rental dwelling units therein, the Code Official shall make a determination as to whether all of the standards for issuance of a permit have been met. In the event the Code Official determines that the standards have been met, the Code Official shall cause the issuance of a rental occupancy permit.
- (c) Only one (1) permit shall be required per lot; provided, however, in the case of multiple rental dwelling units on one (1) lot, the permit shall identify each rental dwelling unit for which a permit has been approved.
- (d) Permits issued hereunder shall be valid for a term of one (1) fiscal year (July 1 through June 30 of the following calendar year).

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 as adopted by the City of Paducah in section 42-46, all fire codes, electrical codes, plumbing codes, and building codes, and are not otherwise hazardous, or present safety issues. The Code Official may, in his discretion, confer with engineers, building, electrical, or fire inspectors as he or she deems necessary to determine compliance in any such area or expertise. "Substantial compliance" shall be determined in the discretion of the Code Official.

-
- (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 nuisance and 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 subsection 42-69(1) or that the landlord has failed to comply with subsections 42-69(2) through (5), a written notice of the violation or violations shall be given to the landlord and shall be transmitted via email to the email address listed on the permit for such rental dwelling unit. The notice shall direct that the landlord shall have a period of seven (7) 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. 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 subsection 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 any previously issued rental occupancy permit for that location and order the premises be vacated, providing any occupants reasonable time to vacate, as is determined to be safe 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 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 copy of the notice shall be sent by email to the email address provided on the permit for such rental dwelling unit. 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 five (5) business 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 section 14-31, section 42-48, section 42-49, or subsections 42-50(a)(1)—(7), as determined by Final Order as defined in subsection 42-40(6) or section 42-41, 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 evidence of a criminal act or activity as described in (a) above, or of a nuisance on the leased premises of a tenant, the Code Official shall send to the landlord written notice which shall set forth the evidence and 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 which 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, 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 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.
- (4) Reasonable evidence means 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. Reasonable evidence may include evidence of a lawful arrest, indictment, conviction, or plea. Status of underlying but related criminal proceedings may be taken into consideration by the Code Officer as the Code Officer, in his/her discretion, deems appropriate.
- (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~~ Building Division within five (5) days after receipt of the notice of the suspension, revocation, or denial.
- (b) An appeal from determinations of Code Officials other than Fire Officials shall initially be heard by the ~~Deputy Chief of Fire Prevention Division or in his/her absence, the Battalion Chief~~ Director of Community Development or their designee. The ~~Deputy Chief or Battalion Chief~~ Director of Community Development or their designee shall sustain the decision of the Code Official unless the ~~Deputy Chief or Battalion Chief~~ Director of Community Development or their designee determines that the provisions of this article have been complied with and that all of the violations have been corrected. The ~~Deputy Chief of the Fire Prevention Division or Battalion Chief~~ Director of Community Development or their designee shall make a written determination and provide notice of same to the landlord within ten (10) days of making his/her determination. Appeals from decisions of fire officials shall follow Sec. 42-73 (d).
- (c) In the event the ~~Deputy Chief or Battalion Chief~~ Director of Community Development or their designee sustains the decision of the Code Official, thereby suspending, revoking, or denying a rental permit, the landlord shall have further right of appeal and may file a written notice of appeal with the Code Enforcement Board within five (5) days of the landlord's receipt of the ~~Deputy Chief or Battalion Chiefs~~ Director of Community Development or their designee's written determination. 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 from a decision of a fire Code Official pursuant to 815 KAR 10:060, or KRS 227.380 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 Local Appeals Board empowered by KRS 227.325.

Sec. 42-74. Vacation of premises.

When an application for rental occupancy permit has been denied or a rental occupancy permit has been suspended or revoked, the Code Official shall order the rental dwelling unit vacated, giving tenants a reasonable time to arrange new housing and to move their possessions. Unless otherwise prohibited by law, such order shall not otherwise prevent the premises from being occupied or used for purpose other than as a rental unit, except as otherwise required by law.

Sec. 42-75. Duration of permit.

- (a) A rental occupancy permit shall be valid until the property ceases to be used as a rental unit or until ownership of the property is transferred, whichever occurs first, unless otherwise suspended or revoked under this article. It shall be the owner or landlord's responsibility to furnish the City with updates as to any changes in the owner, landlord, or property manager's contact information and any transfer of ownership.
- (b) A prospective new owner of a rental dwelling unit shall make application for a new rental occupancy permit within ten (10) business days following the date of sale.

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; and
 - (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 discretion of the Code Official, probable cause exists to believe that the complaint is founded in fact and an inspection warranted; and
 - (3) Upon the probable cause determination of a Code Official that the rental dwelling unit or rental dwelling is in noncompliance with subsection 42-69(1); and
 - (4) Biennially, or every two-year period.
- (b) *Biennial self-attestation permitted for compliant rental dwelling units.* One (1) year following an in-person inspection in which the rental dwelling unit had no violations, an owner, landlord, or property manager may submit a self- inspection attestation as to inspection items, indicating that no alterations or damage has occurred to the electrical, HVAC, or plumbing systems in the twelve (12) months following the prior inspection, and certifying compliance as to inspection items required by the ~~Fire Prevention~~ Building Division. Forms for self-attestation will be located in the ~~Fire Prevention~~ Building Division Office. Self-attestation may not be available for all properties, in the discretion of the Code Official, ~~Deputy Chief, or Battalion Chief~~ or Director of Community Development.

- (c) *Follow-up inspections.* Non-compliant items discovered during any inspection will result in a follow-up inspection, in a manner deemed appropriate in the discretion of the Code Official. Follow-up inspections required at the rental dwelling unit may result in fines as set forth in subsection 42-77(c) of this chapter.
- (d) 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 and priorities for the use of inspection resources. The policy shall promote an efficient inspection program based upon the following factors:
- (1) Geographic distribution and concentration of rental dwellings;
 - (2) Rental dwellings with delinquent property taxes;
 - (3) Landlords with properties identified by the Fire Prevention Division or the Building Division as having 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 or the Building Division as having a history of demolitions being ordered by the City;
 - (5) Rental dwellings for which no occupation business license or occupancy permit has been applied;
 - (6) Rental dwellings with multiple violations of section 14-31, or of section 42-48, section 42-49, or subsections 42-50(a)(1)—(7), as determined by final order as defined in subsection 42-40(6) or section 42-41; and
 - (7) Rental dwelling with multiple reports of police calls for illegal drug offenses, prostitution, violent crimes, or disorderly conduct, as reported to the Code Official by the Paducah Police Department.
- (e) 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 section 42-71.
- (f) *Consent for Inspections.* Absent exigent circumstances, nothing in this section shall be interpreted to override privacy protections afforded to tenants by law.

Sec. 42-77. Fees and fines.

- (a) *Annual fee.* There shall be an annual fee of \$50.00 per rental dwelling unit (not to exceed \$500.00 total fee per property owner for all properties owned by property owner) for issuance of a rental occupancy permit and the initial inspection related thereto. These fees shall be paid to the ~~Fire Prevention~~ Building Division.
- (b) *Fine for failure to permit.* Failure to apply for a permit for a rental dwelling unit shall result in a fine of \$50.00 per unit.
- (c) *Fine for failed follow up inspections.* If the Code Official is required to make inspections beyond the initial inspection and one (1) follow-up inspection, to determine if the required corrections have been made, then the following fines shall result:

Inspections	3rd Inspection	4th Inspection	5th Inspection and All Subsequent Inspections
Property Maintenance	\$250.00	\$350.00	\$500.00

- (d) *Reduction and waiver.* Fines assessed herein may be reduced or waived for good cause as determined in the sole discretion of the ~~Deputy Fire Chief in charge of the Fire Prevention Division, or Battalion Chief~~ Director of Community Development or their designee.

Sec. 42-78. Display of permit.

- (a) Every landlord must show to every prospective tenant before occupancy a valid rental occupancy permit covering the rental dwelling unit to be rented. Every landlord must show to any tenant, upon demand, a valid rental occupancy permit covering the rental dwelling unit the tenant occupies.
- (b) Upon demand by any Code Official, the landlord must show a valid rental occupancy permit to the Code Official.

Sec. 42-79. Willful misrepresentations.

It shall be a violation of this chapter for an owner to willfully provide inaccurate information for the registration, permitting, or self-reporting or to willfully misrepresent compliance with codes. Violations may result in denial, suspension, or revocation of permit(s) pursuant to sections 42-41 and 42-42 herein.

Secs. 42-80—42-100. Reserved.

ARTICLE IV. NOISE

Sec. 42-101. Title.

This article shall be known as the noise control ordinance for the City.

Sec. 42-102. Purpose and scope of article; relationship to other regulations.

- (a) *Purpose.* It is the purpose of this article to ensure that public health, safety and welfare shall not be abridged by the making and creating of public nuisances from disturbing, excessive or offensive noises in the City. The residents of the City recognize that uncontrolled noise represents a damage to the health and welfare of themselves and their neighbors and that each resident of the community is entitled to live in an environment in which the level of impulse and amplified noise is minimized for the community good. This article attempts to foster mutual respect among all residents and to establish a community position against noise pollution.
- (b) *Scope.* This article applies to all persons, property, animals, equipment, appliances, instruments and other sound emitting devices, as regulated herein.
- (c) *Relationship to other regulations.* The provisions of this article are not intended to interfere with, abrogate or annul other laws, rules, regulations or ordinances, including any applicable chapters of the Kentucky Revised Statutes or ordinances of the City. If more stringent standards concerning noise abatements are contained in other laws, rules, regulations or ordinances, the more stringent standards shall apply.

Sec. 42-103. 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:

Ambient sound means the all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far.

Decibel means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of pressure of the sound measured to the referenced pressure, which is twenty (20) micronewtons per square meter.

Emergency work means work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

Motor vehicle means any vehicle driven or powered by any means other than muscular power (including, but not limited to, passenger vehicles, trucks, mopeds, motorized scooters, multi-terrain vehicles and go-carts).

Multiple-family dwelling means apartment buildings, duplexes, condominiums, hotels, motels or any other building or structure occupied by more than one (1) family unit, either temporarily or permanently.

Noise means any sound that is emitted by a person, animal, appliance, equipment, instrument or other device.

Noise disturbance means any sound that endangers or injures the safety or health of humans or animals; or a noise that disturbs a reasonable person of normal sensitivities, or endangers, injures or seriously interferes with the quiet enjoyment or reasonable use of real or personal property, or exceeds the limits set out in section 42-104.

Person means and includes an individual, firm, association, organization, partnership, trust, company, corporation or any similar entity. For purposes of this article, the president, manager, host or other person in charge of a group, association or organization shall be responsible for requiring said group, association or organization to comply with this article and shall likewise be subject to penalties imposed herein for violation of this article by said group, association or organization.

Premises means any building, structure, land, utility or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards, common hallways in multiple-family dwellings, and common areas for one (1) or more multiple-family dwellings, and real properties without buildings or improvements, owned or controlled by a person.

Property line means an imaginary line exterior to any enclosed structure, at the ground surface, and its vertical extension, which separates the real property or rental unit owned or leased by one (1) person from that owned or leased by another person.

Quiet zone means any area determined by the Traffic Commission or its delegate to need lower noise levels to conduct meetings, services or productions. An example would be in the area of the Market House Theater, hospitals, or a church during the hours of worship service, where unreasonable sound levels would detract from the health, safety, welfare, peace and quiet for the citizens of Paducah. The area must be posted as a quiet zone at all four (4) corners of the area before enforcement can occur and will include the area contained within the posted signs.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighing networks, such as A, B or C as specified in ANSI specifications for sound level meters. If the frequency weighing employed is not indicated, the A-weighing shall apply.

Sound level meter means an instrument including a microphone, amp, output meter and frequency weighing networks for the measurement of noise and sound levels in a specified matter.

Sec. 42-104. Prohibited noises.

It shall be unlawful for any person to make, cause to be made, continue or permit any excessive or unreasonably loud noise or any other raucous sound, considering the time, date, place and nature of such noise or sound, that annoys, disturbs, injures or endangers the comfort, health, peace, or safety of a person of ordinary sensibilities, in the City. Said noises include, but are not limited to the following:

- (1) *Unlawful noise from premises.* It shall be unlawful for any person to emit, cause to be emitted, or permit the emission of any continuous noise which leaves the premises on which it originates, crosses a property line, and enters onto any other premises in excess of the sound pressure levels defined in the following table:

Zoning District of Property on Which the Source of Noise is Located	Sound Level 7:00 a.m.—9:00 p.m.	Sound Level 9:00 p.m.—7:00 a.m.

Residential (zoning districts R-1, R-2, R-3, R-4, H-2)	65 db(A)	65 db(A)
Commercial (zoning districts A-1, B-1, B-2-T, B-2, B-3, H-1, HBD, POP, MU)	75 db(A)	65 db(A)
Manufacturing (zoning districts M-1, M-2, M-3, C-1)	80 db(A)	75 db(A)

- a. *Location of measurement.* For the purpose of this section, sound shall be measured at or within the property line (boundary) of the property receiving the noise or not less than twenty (20) feet from the source of the sound when the sound is in the public right-of-way.
 - b. *Measuring instrument.* All sound measurements shall be made on a sound level meter calibrated in the manner required by the manufacturer's specifications.
- (2) *Unlawful noises emanating from motor vehicles.* No person operating or occupying a motor vehicle shall play, use, operate, or permit to be played, used, or operated, any radio, tape player, cassette player, compact disk player, DVD players, loud speaker, sound amplification system, or other device designed to generate, amplify, and/or reproduce sound from within the motor vehicle in such a manner that the sound is plainly audible by another human being at a distance of fifty (50) feet from the device producing the sound. The term "plainly audible" means any sound which can be clearly heard, by unimpaired auditory senses based on a direct line of sight of fifty (50) or more feet; however, words or phrases need not be discernible and said sound shall include bass reverberation.
- (3) *Unlawful modifications to motor vehicles and/or failure to maintain.* It shall be unlawful for any person to modify, change, or fail to maintain the exhaust muffler, air intake muffler or any other sound-reducing device of a motor vehicle in such a manner that the noise emitted from the motor vehicle disturbs or is a nuisance to persons of reasonable sensibilities within the area of audibility.
- (4) *Other noise disturbances.* It shall be unlawful for any person to make, continue or cause or allow to be made or continue any noise disturbance including, but not limited to, the following:
 - a. *Horns, signaling devices and the like.* The sounding of any horn or signaling device of any motor vehicle on any State or public place of the City continuously or intermittently, except as a danger or emergency warning.
 - b. *Radios, phonographs and the like.* The playing, using or operating, or permitting to be played, used or operated of, any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing of the persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonographs, machine or device in such a manner as to be plainly audible at a distance of fifty (50) feet from the building,

structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

- c. *Yelling, shouting and the like.* Yelling, shouting, hooting, whistling or singing on the public streets, at any time or place so as to annoy or disturb the quiet or comfort of persons in any office, or in any dwelling, hotel or other type of residence, or of any persons in the vicinity.
- d. *Fireworks, explosives and the like.* The use of fireworks or other explosives so as to be unreasonably loud, raucous, jarring, disturbing or a nuisance to persons of reasonable sensitivities within the area of audibility.
- e. *Animals, birds and the like.* The keeping of any animal or bird which by causing intermittent, frequent or continued noise disturbs or causes a nuisance to persons of reasonable sensitivities within the area of audibility.
- f. *Drums, loudspeakers or other instruments.* The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show, sale or display of merchandise.
- g. *Noise near schools, courts, churches, or hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while same is in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital.

Sec. 42-105. Exemptions.

None of the terms of prohibitions of this article shall apply to or be enforced against:

- (1) All safety signals and warning devices (for example, intrusion alarms, backup alarms on trucks); authorized vehicles when responding to emergencies (for example, police, fire and ambulance); or any other device used to alert persons to an emergency or used during the conduct of emergency work.
- (2) The provision, repair and maintenance of municipal services or public utilities.
- (3) Bells, chimes or carillons used in conjunction with religious purposes, national celebrations or public holidays.
- (4) Excavations or repairs on bridges, streets or highways by or on behalf of the City, County or State during the night when the public welfare and convenience renders it impossible to perform such work during the day.
- (5) Musical, recreational and athletic events conducted by schools, local government and nonprofit entities.
- (6) Construction operations from 7:00 a.m. to 6:00 p.m. on weekdays for which building permits have been issued or construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accordance with all standard equipment, manufacturers' mufflers and noise reducing equipment in use and in properly operating condition.

- (7) Lawn maintenance and agricultural equipment used between 7:00 a.m. and 9:00 p.m. when operated with all the manufacturers' standard mufflers and noise reducing equipment in use and in properly operating condition.
- (8) Activities permitted by special variance, as provided herein, according to the terms and conditions of said special variance.
- (9) Activities permitted by public assembly permits according to the terms and conditions of said permit.

Sec. 42-106. Quiet zones.

It shall be unlawful for any person to make, cause to be made, continue, or permit any excessive or unreasonably loud noise in or near a posted quiet zone such that the noise disturbs or is a nuisance to the people and/or the activities being conducted in said quiet zone.

Sec. 42-107. Special variances.

- (a) The City Manager or designated representative shall have the authority, consistent with this article, to grant special variances.
- (b) Any person seeking a special variance pursuant to this article shall file an application with the City Manager or designated representative, no less than thirty (30) calendar days prior to the date on which the special variance is sought to be effective. The application shall contain information, which demonstrates that bringing the source of sound, or activity for which the special variance is sought into compliance with this section would constitute an unreasonable hardship on the applicant, on the community, or on other persons. The City Manager or representative shall give notice of an application for a special variance to all persons who own and/or occupy the real property adjoining the site for which the special variance is sought. Notice shall be forwarded by regular mail not less than fifteen (15) calendar days prior to the date on which the special variance is sought to be effective. The failure of the City Manager or representative to notify any adjoining property owner/occupant shall not be fatal to the applicant's request for a special variance. Any individual who claims to be adversely affected by allowance of the special variance may file a statement with the City Manager or representative containing any information to support such claim. Said statement shall be filed not less than seven (7) calendar days prior to the date on which the special variance is sought to be effective.
- (c) In determining whether to grant or deny the application, the City Manager or representative shall balance the hardship to the applicant, the community, and other persons of not granting the special variance against the adverse impact on the health, safety and welfare of persons affected, the adverse impact on property affected and any other adverse impact of granting the special variance. Applicants for special variances and persons contesting special variances may be required to submit any information the City Manager or representative may require. In granting or denying an application, the City Manager or representative shall place on public file a copy of the decision and the reasons for denying or granting this special variance.
- (d) Special variances shall be granted by notice to the applicant containing all necessary conditions including a time limit on the permitted activity. The special variance shall not become effective until the applicant agrees to all conditions. Noncompliance with any

conditions of the special variances shall terminate it and subject the person holding it to those provisions of this article regulating the source of the sound or activity for which the special variance was granted.

- (e) Application for extension of time limits specified in special variance or for modification of other substantial conditions shall be treated like applications for initial special variances.
- (f) The City Manager or designated representative may issue guidelines defining the procedures to be followed in applying for a special variance and the criteria to be considered in deciding whether to grant a special variance.

Sec. 42-108. Interference with enforcement.

It shall be unlawful for any person to hinder, obstruct, delay, resist, prevent in any way, interfere, or attempt to interfere with any authorized person while in the performance of these duties included in this article.

Sec. 42-109. Penalty.

The provisions of this article shall be enforced in the same manner as other violations of the this Code. Any person violating any of the provisions of this article shall be deemed guilty of a Class B misdemeanor, and upon conviction thereof, shall receive a fine not to exceed \$250.00 or a jail sentence not to exceed ninety (90) days for each offense. Each day that such violation continues shall constitute a separate offense. This article and the foregoing penalties shall not be construed to limit or deny the right of the City or any person to such equitable legal remedies as may be available by law.

SECTION 5. CHAPTER 46 AMENDMENT. That Chapter 46, Fire Prevention and Protection, of the Code of Ordinances, of the City of Paducah, Kentucky, is hereby amended as follows:

ARTICLE I. IN GENERAL

DIVISION 1. GENERALLY

Sec. 46-1. Blasting permit.

No person shall cause a blast to occur within the City without making application in writing beforehand, setting forth the exact nature of the intended operation, and receiving a permit to blast from the Fire Chief. The Fire Chief, before granting such permit, may require bond to indemnify the City and all other persons against injury or damages which might result from the proposed blasting.

Sec. 46-2. Reserved.

Sec. 46-3. False fire alarms.

It shall be unlawful for any person to knowingly turn in a false alarm of fire, or other alarms to which the Fire Department responds. The Chief of the Fire Department or the Assistant Chief, or other persons acting for them, may turn in a false alarm when practicing time runs, training men in the Fire Department, or exhibiting the working of the alarm system.

Sec. 46-4. Penalty.

Whoever violates any provision of this chapter 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 \$500.00, or imprisonment for not more than thirty (30) days, or both, for each offense.

- (1) For notification of fines and penalties see KRS 227.336.
- (2) Any fee collected under the provisions of this section by the Fire Prevention Division shall be payable to the City of Paducah, KRS 227.336(3).
- (3) For appeals see section 46-34.

Secs. 46-5—46-930. Reserved.*DIVISION 2. PROPERTY ADDRESSING***Sec. 46-10. Property addressing; purpose and intent.**

This division hereby adopts use of a comprehensive addressing standard, entitled "City of Paducah Addressing Standard" and provides authority for the administration, enforcement and amendment thereof. The addressing standard describes the regulation of addresses for all properties and buildings within the legal limits of the City of Paducah. The objective of the addressing standard is to establish an efficient, uniform, and intuitive identification system of parcels and buildings for emergency response services and the general public.

Sec. 46-11. Addressing property and buildings; display of identifiers.

- (a) Parcels and buildings within the City of Paducah shall be assigned an official address by the Fire Department, Fire Prevention Division. Existing addresses to be deleted and new addresses to be established will be assigned as a part of the plat review process. The Engineering Public Works Department will assign addresses for new subdivisions, waiver of subdivisions, and any other projects submitted via plat. The Engineer or Surveyor of Record shall ensure all addresses and/or address revisions are shown on plats prior to approval of plat by the City of Paducah.
- (b) The Fire Prevention Division shall maintain an address data-base containing the official addresses. The Fire Prevention Division is hereby empowered to prescribe, adopt, promulgate, and enforce rules and regulations relating to any matter or thing pertaining to the administration and enforcement of the provisions of sections 46-10 through 46-14, and that are not otherwise inconsistent with this section.

- (c) All buildings and leasable/salable portions of such buildings with separate and direct exterior entrances shall have the address permanently and prominently displayed at the expense of the owners thereof.
 - (d) Minimum criteria. Any address identifier required to be posted pursuant to sections 46-10 through 46-14 shall comply with the requirements established in the Kentucky Building Code and the City of Paducah Addressing Standards.
 - (e) No private access easement shall be addressed without the prior approval of the Fire Department, Fire Prevention Division.
 - (f) The Fire Prevention Division shall furnish owners of property, or their authorized agents, with information necessary for placing identifiers on their parcels and/or building or unit, and shall, when required, give notification of the proper identifier applicable to any parcel and/or buildings.
 - (g) The City of Paducah Addressing Standards are available in the City Clerk's office.
- (Ord. No. 2019-4-8568, § 1, 4-9-2019)

Sec. 46-12. New buildings.

When any person shall build upon any parcel within the legal limits in the City, such person shall, prior to construction/permitting of such building, apply to the Fire Department, Fire Prevention Division for an address to be placed on site. Once the appropriate building permit(s) is issued, the owner of the property is required to post the assigned address(es) for the site on a temporary sign that is visible from the street, until such time as the permanent address can be displayed in accordance with the requirements of this section. Completion of final address display is due prior to final inspection for occupancy.

(Ord. No. 2019-4-8568, § 1, 4-9-2019)

Sec. 46-13. Address revisions.

- (a) Whenever, in the opinion of the Fire Prevention Division, it shall become necessary or advisable to readdress any or all parcels and buildings, the Fire Prevention Division shall designate the address for all such properties and buildings and notify the owners and/or occupants. Following notice from the Fire Prevention Division that a parcel has a revised address, it shall be the owners and/or occupants' duty to change or update address displays or building markers consistent with revised address for the parcel or building. Failure to comply shall result in penalties set forth in section 46-14(c).
- (b) The Fire Prevention Division will assign revised addresses as required for parcels and buildings. Any changes or modifications to parcels and/or buildings will require a submittal documenting such changes so that the Fire Prevention Division can give notice of such change, update or modification to all affected parties. Engineering Public Works Department will assign building and property revised addresses related to subdivisions, waiver of subdivisions and commercial developments as those related plats originate in the Planning Department with Engineering Public Works oversight.

- (c) Any property owner requesting a change or modification to a parcel or building address shall be responsible for the payment of all costs incurred as a result of the change or modification. All such requests shall be submitted in writing to the Fire Prevention Division and shall be reviewed and subject to the approval by the Fire Prevention Division.
- (d) A request for an address change is subject to a fee of \$100.00.
(Ord. No. 2019-4-8568, § 1, 4-9-2019; Ord. No. 2024-11-8830, § A, 11-27-2024)

Sec. 46-14. Maintenance of address display; defacement; noncompliance, penalties.

- (a) The Fire Prevention Division is authorized to require the owner of any business or residential parcel or building within the City to replace or repair a damaged or missing address display or identifier at the expense of the owners thereof. Fire Prevention Division may issue notices of violations to enforce sections 46-10 through 46-12 and such violations may be enforced as civil offenses pursuant to the procedure set forth in subsection (c) herein.
- (b) *Violations.* The following shall constitute violations:
 - (1) The failure of any owner of a business or residential structure to affix an address or property identifier, or any part thereof, upon a structure or other device, within thirty (30) business days of notification by the Fire Prevention Division;
 - (2) The failure of any owner of a business or residential structure to change or update an address or property identifier, or any part thereof, upon a structure or other device, within thirty (30) days of notification of an address revision by the Fire Prevention Division;
 - (3) Defacing, moving, or removing by any person, any address or property identifier, or any part thereof, in such a way to cause the address not to be clearly visible and identifiable at all times during daylight hours, including, but not limited to, obstruction preventing visibility;
 - (4) Naming a private access easement without the prior approval of the Fire Prevention Division; or
 - (5) Placing or causing to be placed any sign bearing an identifier not approved by the Fire Prevention Division, upon any private access easement.
- (c) *Enforcement and penalties.*
 - (1) *Warning.* If after thirty (30) days following notice of an address revision by the Fire Prevention Division, the property still remains marked with an inaccurate address, a written warning shall be issued to the property owner and such warning shall be posted to the property. If the property remains marked with an inaccurate address, forty (40) days following notification of an address revision, the penalty set forth in subsection (2) herein shall apply.
 - (2) *Penalty.* Any person in violation as set forth in section 46-14(b) is subject to the penalty of section 1-19 of the Code of Ordinances. Each day's violation shall constitute a separate and distinct offense.

- (3) *Enforcement.* Violations shall be enforced through the Code Enforcement Board pursuant to section 42-40 of this Code.

(Ord. No. 2019-4-8568, § 1, 4-9-2019; Ord. No. 2024-11-8830, § A, 11-27-2024)

Secs. 46-15—46-30. Reserved.

ARTICLE II. KENTUCKY STANDARDS OF SAFETY (FIRE PREVENTION CODE)

Sec. 46-30.5. Title.

This article shall be known and may be cited as the "Fire Prevention Code."

Sec. 46-31. Adoption of Kentucky Standards of Safety and National Fire Codes.

- (a) The Kentucky Standards of Safety (Fire Prevention Code) as promulgated in 815 KAR 10:060 by the Commissioner of the Department of Housing, Building and Construction, on the advice and recommendation of the State Fire Marshal, is hereby adopted in full as an ordinance of the City, and a certain document, one (1) copy which is on file in the office of the City Clerk, being marked and designated as "The Kentucky Standards of Safety (Fire Prevention Code), First Edition 1990, Second Edition 1996, Third Edition 1999, and any future amendments or revised standards as published by the Kentucky Department of Housing, Building and Construction."
- (b) In addition, the 1992-93 editions of the National Fire Codes, Volumes 1 through 12, recommended by the National Fire Protective Association, is hereby adopted by reference, and any future amendments adopted by the National Fire Protective Association, unless specifically omitted by amendment to this article.

Sec. 46-32. Enforcement Officer.

The Fire Prevention Division shall be designated as the local enforcement agency for the Fire Prevention Code.

Sec. 46-32.5. Fire Marshal/Deputy Chief of Fire Prevention.

The Fire Marshal/Deputy Chief of Fire Prevention shall be appointed by the City as the authorized designee of the Fire Chief for the enforcement of the Fire Prevention Code.

Sec. 46-33. Conflicting provisions.

Where stricter provisions provided for in current National Fire Prevention Codes are in conflict with this Code, conflicts shall be resolved in favor of the stricter provisions, and, where more liberal requirements are set forth throughout this Code than are provided for in current National Fire Prevention Code Standards, the conflict shall be resolved in favor of the current National Fire Prevention Codes.

Sec. 46-34. Appeals.

All final decisions of the Fire Prevention Division, Fire Chief, or his or her designee shall be appealable to the Building, Electrical and Fire Codes Appeals Board (section 18-123) pursuant to the procedures adopted by the City.

Secs. 46-35—46-60. Reserved.

ARTICLE III. FIRE DEPARTMENT ACCESSWAYS

Sec. 46-61. 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:

Approved means approved by the Fire Marshal.

Fire apparatus means equipment designated for use by the Fire Department.

Fire Department connection means a connection for Fire Department use in supplementing or supplying water for standpipes or sprinkler systems.

Fire hydrant means a valved connection on a water supply system having one (1) or more outlets and which is used to supply hose and Fire Department pumpers with water.

Fire lane means the road, path or other passageway developed to allow the passage of fire apparatus through congested areas as designated by the Fire Marshal.

Fire Marshal means the Fire Marshal of the City, as more specifically set forth in section 46-32.5.

Sec. 46-62. Required access for fire apparatus.

- (a) All premises which the Fire Department may be called upon to protect in case of fire and in which any portion of any building or structure is not readily accessible from public roads shall be provided with suitable gates, access roads and fire lanes, no less than eighteen (18) feet wide, so that buildings and water supplies on the premises are at all times accessible to fire apparatus.
- (b) The maintenance and marking of fire lanes on private premises shall be the responsibility of the property owner and/or persons in possession of the property.

Sec. 46-63. Parking vehicle near fire hydrant or Fire Department connection; fire lanes.

- (a) It shall be unlawful for any person to park a motor vehicle within fifteen (15) feet on either side of a fire hydrant or Fire Department connection.
- (b) It shall be unlawful for any person to park a motor vehicle on, or otherwise obstruct, any fire lane.

- (c) Notwithstanding the provisions of subsection (b) of this section, the property owner and/or person in possession of property may designate a portion of the fire lane for loading and unloading of delivery vehicles, providing the following are satisfied:
- (1) Plans are approved by the Fire Marshal showing adequate clearance for fire apparatus while a delivery vehicle is parked in the fire lane;
 - (2) The loading and unloading zone is adequately signed for that purpose with a ten (10) minute time limit for loading and/or unloading.

Sec. 46-64. Obstructing fire hydrant.

It shall be unlawful for any person to obstruct, in any manner whatsoever, any fireplug within the City limits, by leaving within twenty (20) feet of any fireplug any boxes, debris or timbers of any character, or any other thing or material that will obstruct or hinder free use of and access to such fireplug by the Fire Department or any other department of the City. Any person violating this section shall be punished according to the penalty provisions of this article.

Secs. 46-65—46-89. Reserved.

ARTICLE IV. FIREWORKS

Sec. 46-90. Title.

This article shall be known and may be cited as the "Fireworks Enforcement Code."

Sec. 46-91. 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:

Aerial or audible consumer fireworks means those consumer fireworks described in KRS 227.702(2) and (3) only.

Ancillary fireworks retailer means any business entity, as that term is defined in section 106-61 which is open to the public year round and at least twenty (20) calendar days per month, and which offers for sale, exposes for sale, sells at retail or wholesale, or keeps with intent to sell only those fireworks as described in KRS 227.702(1) and which such sales are ancillary to its primary course of business.

Consumer fireworks means the same meaning as in KRS 227.702.

Fireworks means the same meaning as in KRS 227.700 except it shall not include those described in KRS 227.702(1).

Permanent fireworks retailer means any business entity, as that term is defined in section 106-61 which is open to the public year round and at least twenty (20) calendar days per month, and, which offers for sale, exposes for sale, sells at retail or wholesale, or keeps with intent to sell any consumer fireworks as its primary course of business.

Seasonal fireworks retailer means any business entity, as that term is defined in section 50-75 which is not considered a permanent fireworks retailer, and which offers for sale, exposes for sale, sells at retail or wholesale, or keeps with intent to sell any consumer fireworks described in KRS 227.702(2) and/or (3).

Sec. 46-92. Use of fireworks prohibited.

The use or sale of fireworks, including consumer fireworks, is prohibited except as set forth herein. The use or sale of any fireworks other than consumer fireworks, is subject to the applicable restrictions of State and Federal law and are further prohibited at all times within the City without written approval of the Chief of the Paducah Fire Department.

Sec. 46-93. Exceptions.

Fireworks and consumer fireworks shall not be used, ignited, fired, or exploded in the City limits, except as follows:

- (1) Fireworks and consumer fireworks must be handled, stored, used, possessed, and sold in accordance with all applicable Federal, State, and local law.
- (2) Only fireworks and consumer fireworks defined in KRS 227.702(1) may only be used or ignited in the City.
- (3) No person may use, ignite, fire, or explode any fireworks or consumer fireworks as defined in KRS 227.702(2) and (3) within the City.
- (4) Notwithstanding subsections (2) and (3) of this section, the Chief of the Paducah Fire Department or other authorized city official may grant permits for supervised public displays of fireworks by the City, fair associations, amusement parks, and other organizations or groups of individuals. Every display shall be handled by a competent operator to be approved by the public official by whom the permit is granted, and shall be of such character, and so located, discharged or fired, as in the opinion of the official, after proper inspection, shall not be hazardous to property or endanger any person. Permits shall be filed with the office of the State Fire Marshal at least fifteen (15) days in advance of the date of the display. After the privilege is granted, sales, possession, use and distribution of fireworks for the display shall be lawful for that purpose only. No permit granted under this subsection shall be transferable.
- (5) Notwithstanding any provision of this article to the contrary, the sale, at wholesale, of any fireworks for supervised displays by any resident manufacturer, wholesaler, dealer, or jobber, in accordance with regulations of the U.S. Bureau of Alcohol, Tobacco, and Firearms is permitted, if the sale is to the person holding a display permit as outlined in subsection (4) of this section. The permit holder shall present the permit along with other verifiable identification at the time of sale.

Sec. 46-94. Permitted sale of fireworks.

Seasonal fireworks retailers and permanent fireworks retailers within the City shall:

- (1) Submit an application for a retail fireworks permit from the Paducah Fire Department, at least fifteen (15) days prior to the applicant's desired effective date for the Retail

Fireworks Permit, on a form approved by the Chief of the Paducah Fire Department which shall, in addition to any requirements established by the Chief or designee, at a minimum require the submission of the name, phone number, and permanent address of the applicant. In the event that the applicant desires to operate multiple locations, a separate application must be submitted for each location and each location must have a separate firework sales permit. Additionally, all applications must include a detailed site plan for the proposed location, the address of the proposed location, and contact information for the owner of the proposed location if other than the applicant, a building permit if required pursuant to article III of chapter 18, and a Certificate of Occupancy if required pursuant to article V of chapter 126;

- (2) Provide proof of registration with the State Fire Marshal in accordance with the applicable provisions of KRS ch. 227;
- (3) Obtain an occupational business license from the City in accordance with article III of chapter 106;
- (4) Provide a certificate of insurance or other valid proof of general liability insurance in an amount of not less than \$1,000,000.00 per occurrence which shall remain in effect at all times while engaged in the permitted activity;
- (5) Pay a permit fee according to the following table:

Type of Applicant	Permit Fee	Permit Period
Seasonal fireworks retailer	\$500.00 per location	Automatically expires 60 calendar days after the effective date
Permanent fireworks retailer	\$1,000.00 per location	Automatically expires 365 calendar days after the effective date or upon a date in which the location no longer qualifies as a permanent fireworks retailer as defined herein
Permanent fireworks retailer (renewal)	\$500.00 per location	Automatically expires 365 calendar days after the effective date or upon a date in which the location no longer qualifies as a permanent fireworks retailer as defined herein

In the event that an applicant wishes to operate more than one (1) geographical location within the City, each location must have a separate permit and each permit is subject to the applicable permit fee;

- (6) Comply with all aspects of applicable provisions of KRS ch. 227, the International Building Code with Kentucky Amendments (adopted edition), NFPA 1124 (National

Fire Protection Association) and the Paducah Municipal Code, including obtaining a Certificate of Occupancy;

- (7) Not allow any person under eighteen (18) years of age to sell consumer fireworks;
- (8) Not give, offer for sale, or sell any consumer fireworks to any person under eighteen (18) years of age; and
- (9) Not offer for sale, expose for sale, or sell consumer fireworks except between the hours of 8:00 a.m. and 10:00 p.m.

Sec. 46-95. Display of permit.

A valid retail fireworks permit must be prominently displayed at each location and at all times during the hours of operation. The Chief of the Paducah Fire Department or designee may revoke or suspend any retail fireworks permit of any site which is in violation of this chapter, KRS ch. 227 or article III of chapter 106 or any other provision of this Code.

Sec. 46-96. Ancillary fireworks retailers.

Ancillary fireworks retailers shall:

- (1) Comply with all aspects of the applicable provisions of KRS ch. 227, the International Building Code with Kentucky Amendments (adopted edition), NFPA 1124 (National Fire Protection Association) and this Code, including, but not limited to, any requirement for a certificate of occupancy per section 126-142;
- (2) Not give, offer for sale, or sell any consumer fireworks to any person under eighteen (18) years of age;
- (3) Not offer for sale, expose for sale, sell at retail or wholesale, or keep with intent to sell any consumer fireworks other than those described in KRS 227.702(1);
- (4) Possess an occupational business license from the City in accordance with article III of chapter 106; and
- (5) Maintain a certificate of insurance or other valid proof of general liability insurance in an amount of not less than \$1,000,000.00 per occurrence.

Sec. 46-97. Criminal penalties.

Any person convicted of violating this article shall be fined not less than \$50.00 nor more than \$1,000.00, or confined in the County jail for not more than thirty (30) days, or both. Each day a violation occurs shall constitute a separate offense.

Secs. 46-98—46-104. Reserved.

ARTICLE V. MOBILE FOOD VEHICLE INSPECTIONS

Sec. 46-105. Title.

This article shall be known and may be cited as the Mobile Food Vehicle Inspections Code.

Sec. 46-106. Purpose and intent.

It is the purpose of this article to implement a fee for the inspection of Mobile Food Vehicles operating within the City of Paducah and McCracken County, Kentucky.

Sec. 46-107. Definitions.

Definitions shall be consistent with those in section 126-87(b) of the Code of Ordinances of the City of Paducah, Kentucky.

Sec. 46-108. Inspection required—City mobile food vendors.

Pursuant to section 126-87 of the Code of Ordinances of the City of Paducah, Kentucky, mobile food vendors must obtain an inspection by the Paducah Fire Prevention Division in order to vend within the City limits. Said inspections shall be valid for one (1) calendar year from the date of issuance, unless the mobile food permit is revoked.

Sec. 46-109. Inspection authorized—County mobile food vendors.

The Paducah Fire Prevention Division is hereby authorized and empowered to perform inspections for mobile food vehicles which operate outside of City limits, but within McCracken County, as required by the McCracken County Fiscal Court. Said inspections shall be valid for one (1) calendar year from the date of issuance.

Sec. 46-110. Inspection fee.

A fee of \$50.00 is hereby established for each mobile food vehicle inspection performed by the Paducah Fire Prevention Division for City and County mobile food vendors. Further, each subsequent renewal inspection shall be at a fee of \$50.00 per inspection.

Sec. 46-111. Penalty.

Failure to obtain a Paducah Fire Prevention Division inspection or renewal inspection for a mobile food vehicle which operates within Paducah City limits may result in penalties as outlined in section 126-87 of the Code of Ordinances of the City of Paducah, Kentucky. Penalties for those mobile food vehicles operating outside of Paducah City limits shall be promulgated and enforced by the McCracken County Fiscal Court.

SECTION 6. CHAPTER 54 AMENDMENT. That Section 54-56, Enforcement, of Chapter 54, Health and Sanitation, of the Code of Ordinances, of the City of Paducah, Kentucky, is hereby amended as follows:

Sec. 54-56. Enforcement.

- (a) It is the legislative intent that this smoke-free division will be enforced primarily by the citizens of the City themselves. It is expected that the first step will be that an offended person will ask people to follow the law and stop smoking or using electronic smoking devices in violation of this division.
- (b) The City Manager's office may designate City staff responsible for enforcing this division.

- (c) Written notice of the provisions of this division shall be given to all applicants for a business license within the City.
- (d) Any citizen who desires to register a complaint under this division may initiate enforcement with a written complaint to the City Manager.
- (e) The following departments, or their designees, may, while performing otherwise legal inspections, inspect for compliance with this division: Fire Department - Fire Prevention Division, Building Division, Parks and Recreation Department, and Police Department.
- (f) A person in control of a building or enclosed public place shall inform persons violating this division of the applicable provisions thereof and report non-compliance to City Manager.
- (g) No person having control of a building or enclosed public place shall fail to:
 - (1) Immediately ask smokers to refrain from smoking in any no smoking area;
 - (2) Use any other legal means which may be appropriate to further the intent of this division, including the action required by subsection (f), above.

SECTION 7. CHAPTER 82 AMENDMENT. That Section 82-1 of Chapter 82, Planning, of the Code of Ordinances, of the City of Paducah, Kentucky, is hereby amended as follows:

Sec. 82-1. Adoption of comprehensive plan; amendments.

The City, by Ordinance No. ~~89-2-4207~~ 2025-01-8835, hereby adopts and incorporates by reference the City of Paducah-McCracken County Joint Comprehensive Plan of 1988 2025 as said plan appears in the office of the City Clerk, and as amended by the City Commission from time to time. ~~and as received and filed by the City Commission on February 14, 1989. In addition, the following amendments are adopted and incorporated by reference:~~

- ~~(1) The amendment entitled Highway 60 Annexation Area (see Ordinance No. 91-7-4634, passed 7-9-1991).~~
- ~~(2) The amendment entitled Comprehensive Plan Amendment for the Paducah Information Age Park (see Ordinance No. 92-5-4763, passed 5-2-1992).~~
- ~~(3) The amendment entitled Comprehensive Plan Amendment for the Fairways (see Ordinance No. 92-8-4813, passed 8-11-1992).~~
- ~~(4) The amendment entitled Comprehensive Plan Amendment for the West Park Village Area (see Ordinance No. 92-12-4879, passed 12-15-1992).~~
- ~~(5) The amendment entitled Comprehensive Plan Amendment for the Paducah Information Age Park (see Ordinance No. 93-5-4941, passed 5-25-1993).~~
- ~~(6) The amendment entitled Comprehensive Plan Amendment for the Paducah Waterfront Plan (see Ordinance No. 93-8-5003, passed 8-31-1993).~~

SECTION 8. CHAPTER 102 AMENDMENT. That Section 102-39 of Chapter 102, Subdivisions, of the Code of Ordinances, of the City of Paducah, Kentucky, is hereby amended as follows:

Sec. 102-39. Form and contents of final plat and digital submissions.

- (a) After approval of the preliminary plat by the Commission, and the fulfillment of the requirements of these regulations, one (1) Mylar or linen tracing, along with one (1) digital copy of said information, shall be submitted to the Commission. Upon the final approval of the plat, furnished by the subdivider, the plat shall become the property of the Commission.
- (b) If desired by the subdivider, submittal for final approval may constitute only that portion of the approved preliminary plat which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of the article.
- (c) The final plat shall be prepared at the same scale as the preliminary plat and shall show:
 - (1) Name of subdivision.
 - (2) Location by legal metes and bounds description.
 - (3) The name and certification of the registered land surveyor.
 - (4) Scale shown graphically, date and north point.
 - (5) Boundary of plat, based upon an accurate traverse with bearings and linear descriptions.
 - (6) Exact location, width and name of all streets within and adjoining the plat, the exact location and widths of all alleys, and names of owners of adjoining properties.
 - (7) City, Town or County lines accurately tied to the lines of the subdivision by distances and courses if included in the subdivision.
 - (8) All easements for rights-of-way provided for public services and utilities.
 - (9) All data on street center lines, rights-of-way, lot lines, easements, and the like shall be shown on the plat in appropriate means of measurement (bearings in degrees, minutes, and seconds; distances in feet and hundreds) and all monuments clearly labeled in such a way that any survey, description, or stakeout can be performed with into additional information.
 - (10) All lot numbers shall be clearly shown on the plat.
 - (11) Accurate outlines and legal metes and bounds descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon and in the dedication; and of any area to be reserved by deed covenant for common uses of all property owners.
 - (12) Building setback lines accurately shown with dimensions.
 - (13) Source of title, with proper reference to deed books, will books, and the like.
 - (14) Restrictive covenants of all types which run with the land.
 - (15) House numbers for properties located in the City, as obtained from the City Engineering Division.
 - (16) Lot areas in square feet, and the total area within the boundary of the plat.
 - (17) Certificates for approval by the Commission and city, as appropriate.

(d) Digital submissions.

- (1) Definitions. For the purpose of this section, the following definitions shall apply to all digital submittals unless the context clearly indicates or requires a different meaning:

CAD or *CADD* means computer-aided design and drafting. CAD systems are used to create maps and plans and are closely related to GIS systems. Although most CAD systems lack certain features essential to GIS analysis, such as the power to manage different spatial coordinate systems and database capabilities, many CAD systems have been developed into full GIS with the addition of necessary functions.

City means the City of Paducah, Kentucky, (37° 5'2" N 88° 35'49" W).

Coordinate System means a reference framework consisting of a set of points, lines, and/or surfaces, and a set of rules, used to define the positions of points in space in either two (2) or three (3) dimensions. The Cartesian coordinate system and the geographic coordinate system used on the earth's surface are common examples of coordinate systems.

DGN (design) means the name used for CAD file formats supported by Bentley Systems' MicroStation and Intergraph's Interactive Graphics Design System (IGDS) CAD programs.

DWG (drawing) means a format used for storing two (2) and three (3) dimensional design data and metadata. It is the native format for several CAD packages including AutoCAD, Intellicad, and PowerCAD.

DXF means an abbreviation for drawing interchange format, a file exchange format developed by Autodesk Inc. for its AutoCAD drafting software. DXF files are ASCII records of all objects in a drawing file. DXF has been adopted more recently by GIS systems for exchanging map files.

Geographic coordinate system means a reference system that uses latitude and longitude to define the locations of points on the surface of a sphere or spheroid. A geographic coordinate system definition includes a datum, prime meridian, and angular unit.

Geographic information system (GIS) means a geographic information system (GIS) integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.

Georeferencing means aligning geographic data to a known coordinate system so it can be viewed, queried, and analyzed with other geographic data. Georeferencing may involve shifting, rotating, scaling, skewing, and in some cases warping, rubber sheeting, or orthorectifying the data.

Licensed professional means Professional Engineer or Surveyor registered in the state.

MAP-GIS Consortium means a partnership among local government agencies to establish a countywide Geographic Information System. The six (6) partners are the City of Paducah, McCracken County, E-911, Joint Sewer Agency, Paducah Power and Paducah Water.

NAD 27 means North American Horizontal Datum 1927.

NAD 83 means North American Horizontal Datum 1983.

NGS; National Geodetic Survey means the National Geodetic Survey and the Office of Coast Survey are the two (2) successor agencies in the United States to the U.S. Coast and Geodetic Survey. It was first established by President Thomas Jefferson in 1807 as the Survey of the Coast.

Shapefile (ESRI software) means a vector data storage format for storing the location, shape, and attributes of geographic features. A shapefile is stored in a set of related files and contains one (1) feature class.

State plane coordinate system means a group of planar coordinate systems based on the division of the United States into more than 130 zones to minimize distortion caused by map projections. Each zone has its own map projection and parameters and uses either the NAD 27 or NAD 83 horizontal datum. The Lambert conformal conic projection is used for states that extend mostly east—west, while transverse Mercator is used for those that extend mostly north—south. The oblique Mercator projection is used for the panhandle of Alaska.

- (2) Maps and/or plats submitted to the City that conform to this requirement shall be submitted to the Department of **Planning Community Development** in digital format by a licensed professional in accordance with the following detail:

- a. Format requirements. The formats for digital submission of subdivision or improvement plans and plats shall be Shapefile (*.SHP), AutoCAD (*.DWG), MicroStation (*.DGN), or Export file (*.DXF). The digital file for the final document shall be submitted to:

City of Paducah

Department of **Planning Community Development**

P.O. Box 2267

Paducah, KY 42002-2267

- b. File naming convention. Filenames shall be identified by subdivision name. Filename extension should include: .SHP, .DGN, .DXF, or .DWG
- c. Media requirements. Digital submission may be made only by DVD, CD Rom, or Flash Drive.
- d. All media submitted to Department of **Planning Community Development** shall have a label indicating the following information and will be signed by the licensed professional submitting the map, for the sole purpose of verifying transmittal of the data only. It is understood, by the receiving organization, that the digital data does not constitute a professional delivery. It is the responsibility of the receiving organizations to refer to the recorded map for the correct information. All labels shall contain, at a minimum, the subdivision, file name, date, PE/PLS #, format, and signature.

Submittals to the City's Department of **Planning Community Development** will be retained by the City and will not be returned to the preparer or owner.

- e. In order to maintain the mathematical integrity of the geometric data, all submittals shall comply with the following requirements:
 - 1. Boundaries will be transmitted as a closed figure and shall be shown as one (1) continuous line rather than a series of lines, arcs, and curves;
 - 2. Annotation submitted digitally shall be identical to annotation submitted on the hardcopy maps; and
 - 3. When displaying coordinates, the whole number for the coordinate must be shown (i.e. no constants will be applied).
- f. Georeferencing.
 - 1. All maps and/or plats submitted to the City must be georeferenced to the Kentucky State Plane Coordinate System, South Zone (1602), NAD 83 in US survey feet, or latest revision or adjustment used by MAP-GIS. The locations will be on opposite sides of the subdivision boundary or as previously agreed upon by MAP-GIS;
 - 2. The basis of bearings for the plat shall be the Kentucky State Plane Coordinate System, South Zone (1602), NAD 83, in US survey feet. These must be established by the use of existing monuments, global positioning system surveys, or by astronomic observations; and
 - 3. If the boundary of the development, is a parcel or lot of a plat that presently ties to the Kentucky State Plane Coordinate System, South Zone (1602), NAD 83, in US survey feet, the requirements of georeferencing shall be waived, with the stipulation that the surveyor or engineer be required to show existing coordinates of the plat.

SECTION 9. CHAPTER 106 AMENDMENT. That the following sections of Chapter 106, Taxation, of the Code of Ordinances, of the City of Paducah, Kentucky, are hereby amended as follows:

ARTICLE II. DOWNTOWN AND MARKET HOUSE HISTORIC DISTRICT ASSESSMENT AND REASSESSMENT MORATORIUM

Sec. 106-31. Establishment; qualifications.

- (a) There is hereby established a program for the granting of property assessment or reassessment moratoriums for qualifying units of real property located in the Downtown and Market House Historic Districts (Map #1).
- (b) To be eligible, an existing residential building must have been in existence for at least fifty (50) years in the Target Area and must be used to provide independent living facilities for one (1) or more persons.

- (c) To be eligible, a commercial facility must have been in existence for at least fifty (50) years in the Target Area and must have as its primary purpose and use the operation of a commercial business enterprise.
- (d) To be eligible, the costs of improvements to the commercial facility or the existing residential building, including materials and labor, must exceed \$75,000.00.
- (e) To be eligible, the rehabilitated portion of the commercial facility or the existing residential building must comply with all applicable building codes.
- (f) To be eligible, all required permits (i.e., zoning, building, etc.) must have been obtained, the real property upon which the commercial facility or the existing residential building sits must be free of any liens held by the City, and all property taxes and any and all other governmental levies, assessments or taxes of every kind and nature whatsoever, which are assessed, levied, imposed upon, or would become due and payable out of or with respect to the real property upon which the commercial facility or the existing residential building sits must be paid, including without limitation business license fees.

Sec. 106-32. Administering agency.

The administering agency for this moratorium program shall be the City Department of ~~Planning~~Community Development.

Sec. 106-33. Period of moratorium.

All moratoriums shall be for a period of five (5) years, and each shall become effective on the assessment date next following the issuance of the moratorium certificate.

Sec. 106-34. Economic benefit.

Any moratorium providing an economic benefit to the applicant above \$20,000.00 shall require approval by the Commission of the City.

Sec. 106-35. Application.

Applications shall be made to the administering agency for a property assessment or reassessment moratorium certificate as follows:

- (1) The application shall be on a form prescribed by the Department of Revenue and shall be filed in the manner prescribed by the Department of ~~Planning~~Community Development.
- (2) The application shall be filed with the administering agency thirty (30) days before commencing the restoration, repair, rehabilitation, or stabilization.
- (3) The application shall contain the following:
 - a. A general description of the property;
 - b. A general description of the proposed use of the property;
 - c. The general nature and extent of restoration, repair, rehabilitation or stabilization to be undertaken and cost estimates based on bids submitted to the applicant;
 - d. A time schedule for undertaking and completing the project;
 - e. If the property is a commercial facility, the application shall contain a descriptive list of the permanent building equipment which will be a part of the facility and a statement of the economic advantages expected from the moratorium, including expected construction employment.
 - f. Proof that the commercial facility or the existing residential building is at least fifty (50) years old.

Sec. 106-36. Property assessment or reassessment.

The Property Valuation Administrator (PVA) and the Department of ~~Planning~~Community Development shall maintain a record of all applications for a property assessment or reassessment moratorium. The PVA shall assess or reassess the property within thirty (30) days of receipt of the application. This assessment shall be the value for which the City taxes are to be levied for five years after the moratorium certificate has been issued.

Sec. 106-37. Time to complete improvements.

The applicant shall have two (2) years in which to complete the improvements unless granted an extension in writing by the Department of ~~Planning~~ Community Development and the Paducah City Commission. In no case shall the application be extended beyond two (2) additional years. This provision shall not preclude normal reassessment of the property.

Sec. 106-38. Void date.

Any application not acted upon by the applicant shall become void two (2) years from the date of application and shall be purged from the files of the PVA and the Department of ~~Planning~~ Community Development.

Sec. 106-39. Project completion.

The applicant shall notify the Department of ~~Planning~~ Community Development when the project is complete, and the Department of ~~Planning~~ Community Development shall then conduct an on-site inspection of the property for purposes of verifying that the improvements described in the application have been completed. Only after the project is complete and the improvements verified shall the moratorium certificate be issued by Department of ~~Planning~~ Community Development.

Sec. 106-40. Moratorium certificate transfer.

An assessment or reassessment moratorium certificate may be transferred or assigned by the holder of the certificate to a new owner or lessee of the property.

Sec. 106-41. End of moratorium.

At the end of the moratorium period, whether by expiration, cancellation or revocation, the Department of ~~Planning~~ Community Development shall send the applicant and the PVA a letter advising of the end of the moratorium and the reassessment of the property. On the assessment date next following the expiration, cancellation or revocation of an assessment or reassessment moratorium, the property shall be assessed on the basis of its full fair cash value.

Sec. 106-42. Subsequent moratorium certification.

Any property granted an assessment or reassessment moratorium may be eligible for subsequent moratorium certification, provided that reapplication be made no sooner than three (3) years following the expiration of the original moratorium.

Sec. 106-43. Definitions.

Definitions for interpreting this article shall be those outlined in KRS ch. 99 relating to property assessment and reassessment moratoriums.

Secs. 106-44—106-60. Reserved.

ARTICLE V. ABANDONED URBAN PROPERTIES

Sec. 106-201. Abandoned Urban Property classified as real property.

- (a) Pursuant to KRS 92.305(1), the city hereby finds and declares that there exists abandoned urban property, as defined in KRS 132.012, within the city.
- (b) Abandoned urban property is established as a separate classification of real property for the purpose of ad valorem taxation.
- (c) Abandoned urban property means any vacant structure or vacant or unimproved lot or parcel of ground in a predominantly developed urban area which has been vacant or unimproved for a period of at least one (1) year and which:
 - (1) Because it is dilapidated, unsanitary, unsafe, vermin infested, or otherwise dangerous to the safety of persons, it is unfit for its intended use;
 - (2) By reason of neglect or lack of maintenance, has become a place for the accumulation of trash and debris, or has become infested with rodents or other vermin;
 - (3) Has been tax delinquent for a period of at least three (3) years;
 - (4) Has had a methamphetamine contamination notice posted as provided in KRS 224.1-410 for a period of at least ninety (90) days, and the owner has neither appealed the notice nor provided a certificate of decontamination during the ninety (90) days; or
 - (5) Is located within a development area established under KRS 65.7049, 65.7051, and 65.7053.

Sec. 106-202. Rate of taxation levied upon Abandoned Urban Properties.

The rate of taxation levied upon abandoned urban properties is \$1.50 on each \$100.00 of assessed value.

Sec. 106-203. Classification of property as abandoned urban property; right to appeal.

- (a) The ~~Fire Prevention Division~~ Department of Community Development shall provide a list of Abandoned Urban Property as of January 1 of each year to the Code Enforcement Board.
- (b) The ~~Fire Prevention Division~~ Department of Community Development shall adopt a policy for compiling the list of Abandoned Urban Property. The policy shall prioritize review of long-term vacant and unimproved properties, while avoiding unintended consequences for owners who are making good-faith efforts to renovate, sell, lease, or otherwise improve their properties. The policy shall allow the ~~Fire Prevention Division~~ Department of Community Development to defer inclusion on their list when an owner can demonstrate:
 - (1) Active, verifiable renovation or construction, supported by current and active building permits, inspection results, or contractor invoices;
 - (2) Active and verifiable listing for sale or lease, supported by an active Multiple Listing Service ("MLS") listing or current broker agreement;

- (3) Approved redevelopment activity, including having a development plan under review, historic approvals, or financing commitments; or
 - (4) That the property is subject to probate, insurance claims, or a court order which prohibit or impede improvements or use of the property.
- (b) The Code Enforcement Board shall, each year, determine which properties in the city are Abandoned Urban Properties in accordance with KRS 132.012, and considering the factors in subsection (B) above, and shall prepare and furnish a final list of abandoned urban properties to the city's Finance Department and the McCracken County Property Valuation Administrator no later than April 1 of each year.
- (c) Except as otherwise provided in subsection (d) below, a property classified by the Code Enforcement Board as "abandoned urban property" as of January 1 shall be taxed as abandoned urban property for such tax year. If the owner repairs, rehabilitates or otherwise returns the property to productive use so that the property is no longer abandoned urban property, the owner shall notify the City of Paducah and Code Enforcement Board, which shall, if it finds the property no longer abandoned urban property, notify the Finance Department and the McCracken County Property Valuation Administrator to strike the property from the list of abandoned urban properties as of the succeeding January 1.
- (d) (1) No later than May 1 of each year, the City of Paducah shall mail, by first-class mail, to the owner(s) of each abandoned urban property, as those names are listed in the records of the McCracken County Property Valuation Administrator, a notice that this property has been classified as abandoned urban property. The owner of any abandoned urban property who believes that the property has been incorrectly classified may request an appeal of such classification to the Code Enforcement Board. Such request for appeal shall be in writing and shall be delivered to the ~~City Manager or his/her designee~~ Department of Community Development no later than June 1 of each year. The owner of the property shall be afforded the opportunity for a hearing before the Code Enforcement Board. Unless the property owner consents otherwise, the hearing shall take place no later than July 1. The general procedures for the hearing shall be those procedures in place for other hearings before the Code Enforcement Board as set out in section 42-39 and section 42-41(a)—(d), except that the issue to be decided will be whether the property has been correctly classified as abandoned urban property. The Board shall forward a written copy of its decision within seven (7) days after the conclusion of the hearing to the property owner, the ~~Fire Prevention Division~~ Department of Community Development, the City's Finance Department, and the McCracken County Property Valuation Administrator in conformance with the procedures for service and notice set forth in section 42-41(b).
- (2) If, after a hearing, an owner of property that has been classified as abandoned urban property demonstrates through substantial evidence that: the property was incorrectly classified as abandoned urban property; or the conditions that caused the property to be classified as abandoned urban property have been abated and the property has been returned to its intended productive use, then the Code Enforcement Board shall direct the Finance Department to remove the property from the abandoned urban property classification list.
- (3) Any interested party may appeal a Board's decision to the McCracken County Circuit Court within thirty (30) days of the Board's decision.

SECTION 10. CHAPTER 126 AMENDMENT. That the following sections of Chapter 126, Zoning, of the Code of Ordinances, of the City of Paducah, Kentucky, are hereby amended as follows:

Sec. 126-71. Off-street parking and loading areas.

- (a) *Intent.* It shall be the intent of this section to provide guidance for district parking and loading/unloading standards as required by this chapter. Unless otherwise provided for in the individual district's regulations, this section shall govern. Furthermore this section is intended to:
 - (1) Ensure that adequate maneuvering, circulation and points of ingress and egress are provided;
 - (2) Provide an adequate number of off-street parking spaces and loading/unloading bays and maneuvering areas for every property use;
 - (3) Ensure that individual parking sizes will be large enough for the intended use of specific properties;
 - (4) Provide a safe and efficient interface between the street and road system and the parking and loading/unloading areas.
- (b) *General regulations.* The following parking and loading/unloading requirements represent minimum standards. Applicants are urged to properly assess their respective needs and provide additional space as needed.
 - (1) *Location on other property.* If the required parking spaces cannot reasonably be provided on the same lot on which the principal use is conducted, such spaces may be provided on other off-street property within four hundred (400) feet of the main entrance to the principal use. Such spaces shall be associated with the principal use and shall not thereafter be reduced or encroached upon in any manner. Furthermore, when parking space must be provided on such other property, a written agreement signed by the owners of the subject properties must accompany the application for parking layout.
 - (2) *Variances.* When it can be clearly shown that an intended use shall require less parking or loading/unloading area than that which is required by this section because of significant variation in operation or activity, the Planning Commission may grant a reduction in the parking and loading/unloading requirements.
 - (3) *Applicability.* Off-street parking and loading/unloading shall be provided for any new building constructed, for new uses or conversions of existing conforming buildings, or for enlargements of existing structures.
 - a. For new uses, conversions or enlargements of existing conforming buildings, off-street parking, loading and unloading in compliance with these regulations shall be provided for the entire facility.
 - b. For enlargements of existing structures which do not conform to these regulations, required parking must equal the sum of those spaces furnished by the use prior to the enlargement and the number of spaces required by these regulations for any additional use area.

- c. For buildings and sites containing storage buildings available for rent to the public, improved surfacing and design requirements of subsection (g) of this section, shall be required, regardless, if parking is required. For enlargements of existing facilities, complete conformance of this section is required.
- (4) *Multiple uses on site.* For sites with more than one (1) use, the parking requirement shall be the sum of spaces required for each use, except as adjusted pursuant to subsection (j) of this section.
- (5) *Exemptions.* Any use within the B-2, B-2-T and in the H-1 business districts is exempt from the off-street parking requirements provided by subsection (e) of this section. Any off-street parking facility constructed in these districts after the effective date of the ordinance from which this section is derived must comply with the design standards set forth in subsections (d), (f), (g) and (h) of this section.
- (c) *Design approval.* All lots or portions of lots being developed for vehicular parking which contain at least four (4) spaces, or at least one (1) loading/unloading area that provides one (1) space, shall have the design approval of the **Planning** Department **of Community Development** and the Department of Engineering prior to issuance of a building permit. Those administrative officials shall ensure that the intent and specific provisions of this section are observed.
- (d) *Off-street parking requirements for residential land uses:*

Housing Type and Requirement	Parking
<i>Single-family:</i>	
2 bedrooms	2 per unit
3 bedrooms	2 per unit
4 bedrooms	3 per unit
5 bedrooms	3 per unit
<i>Duplexes, triplexes:</i>	
1 bedroom	2 per unit
2 bedrooms	2 per unit
3 bedrooms	3 per unit
<i>Apartment building (4 units and up):</i>	
1 bedroom	2 per unit
2 bedrooms	2 per unit
3 bedrooms	2 per unit
<i>Upper story apartments in the B-2, B-2-T, and H-1 zones:</i>	
1—3 units	No requirement
4 or more units	1 private or public space per unit shown to be available in a downtown zone
Mobile homes	2 per unit plus 1 per 5 units guest parking

- (e) *Off-street parking requirements for nonresidential land uses.*

GFA — Gross floor area measured in square feet.

GLA — Gross leasable area measured in square feet.

Use	Parking Requirement
Assembly operations	1 per 800 GFA
Auto sales:	
Outdoor display	1 per 3,000 square feet
Indoor display/office	1 per 750 GFA
Repair facilities	1 per 150 GFA
Bars and lounges	1 per 200 GFA
Bowling alley	4 per alley
Car wash	10 per tunnel (parking and stacking)
Places of worship	1 per 3 seats
Day care facilities	1 per 400 GFA; and a paved unobstructed pick-up space with adequate stacking areas (as determined by the Department of Planning Community Development) shall be provided in addition to the standard parking requirements; and a safe pedestrian walkway system (as approved by the Department of Planning Community Development) through the parking areas to the building entrance, with a minimum 15-foot safety zone between the parking spaces and the front building entrance.
Financial institutions	1 per 300 GFA
Finishing operations	1 per 800 GFA
Golf courses	50 per nine holes
Group homes	1 per 600 GFA
Hotel/motel	1 per room plus 1 per additional 100 GFA of ballrooms/banquet rooms/meeting rooms and similar spaces.
Hospitals	2.25 spaces per bed
Industrial	1 per 800 GFA
Library	1 per 300 GFA
Manufacturing	1 per 800 GFA
Medical centers/offices	1 per 200 GFA
Offices:	
Under 50,000 GFA	4.5 per 1,000 GFA
50,000 to 100,000 GFA	4 per 1,000 GFA
100,000+ GFA	3.5 per 1,000 GFA
Receiving	1 per 5,000 GFA
Research	1 per 1,000 GFA
Restaurant:	
Quick style	1 per 30 GFA (of the public dining area)
Drive through	8 stacked spaces (per window)
Sit down style	1 per 3 seats
Retail stores	1 per 300 GFA
Schools:	

Elementary	2 per classroom
Intermediate	1.5 per classroom
Secondary	1 per 1,000 GFA
Higher or vocational	10 per classroom plus:
	1 per campus vehicle.
	Additional visitor parking to be 25 percent of total parking.
	Parking must be in reasonable proximity to destination points.
Service stations	4 per bay or work area
Shipping facilities	1 per 5,000 GFA
Shopping centers:	
Under 400,000 GLA	3.5 per 1,000 GLA
400,000+ GLA	4 per 1,000 GLA
Storage areas/facilities	1 per 5,000 GLA
Theater:	
Freestanding	1 per 3 seats
In shopping center	1 per 4 seats
Warehouse	1 per 5,000 GFA

When computing number of seats and GFA or GLA for parking, where no individual seating (such as and like sports facilities and places of worship) is provided, every twenty-four (24) inches will be considered a seat.

When calculating GFA and GLA, fractions up to one-half ($\frac{1}{2}$) shall be disregarded, and fractions of one-half or more shall require one (1) parking space.

When calculating the required parking for a specific intended use that does not appear in this section, the Zoning Administrator shall make a determination of a similar use that does appear in this section.

(f) *Number of off-street loading spaces.*

Gross Floor Area (square feet)	Number Required
Less than 5,000	No requirement
5,001—25,000	1
25,001—75,000	2
75,001—150,000	3
Over 150,000	4

(g) *General design requirements; maintenance standards.*

- (1) *Aisles and access drives.* Off-street areas for maneuvering and circulation shall equal the number of spaces or area required and shall be of useable shape and surface and have convenient ingress and egress. Aisles and access drives shall be designed so as to provide adequate vehicular maneuvering upon the property being served and in no case shall off-street parking areas be permitted which encourage or require the backing onto

or maneuvering within any public right-of-way, except residential uses and in alley ways. However, residential parking areas shall not permit backing onto arterial streets, or streets designated as Federal or State highways.

- (2) *Traffic circulation controls.* Where raised channeling devices, internal landscaping, and other similar geometrics are utilized, they shall count as being of useable shape and surface as required in subsection (g)(1) of this section.
- (3) *Surfacing.* Where parking and loading areas are provided for four (4) or more vehicles, and maneuvering extensions thereof, they shall be improved within six (6) months of application with any base material with an asphaltic, bituminous, cement or other properly bound surface, so as to be durable and dustless, and shall be graded and drained so as to dispose of all surface water accumulation within the areas without carrying said water accumulation over a public sidewalk. The aforementioned surface and drainage requirements shall be reviewed and approved by the Engineering Department.
- (4) *Lighting.* Any lighting used to illuminate such off-street parking and loading/unloading areas shall be so arranged as to reflect away from any adjoining properties or uses and any public right-of-way.
- (5) *Traffic visibility sight triangle required.* All points of ingress and egress shall maintain seven (7) foot sight triangles. Landscaping shall not exceed twenty-four (24) inches in height above grade.
- (6) *Areas greater than minimum standards.* When parking or loading/unloading areas beyond the minimum standards are provided, all other design requirements as described herein shall be observed.
- (7) *Maintenance.* Parking lots and loading/unloading areas shall be kept reasonably free of dirt, trash and other loose debris. These areas shall also be reasonably well maintained and free of pot-holes and other decay.
- (8) *Access design requirements.* Functional classification of streets shall be determined by the Department of **Planning** Community Development.
 - a. *Entrances and exits.* One-way entrances and exits shall be at least fifteen (15) feet wide. Two (2) way entrances and exits shall be at least twenty-four (24) feet wide for minor streets and thirty (30) feet wide for arterial or collector streets.
 - b. *Curb cuts.* All curb cuts shall be subject to review and approval by the Department of Engineering and Environmental Services.
 - c. *Minimum space sizes.*
 1. Employee parking: Nine (9) by eighteen (18) feet (Including the following uses: lots solely for employee parking, offices, financial institutions, personal services, restaurants, and retail trades where bagged or bulky goods are not transferred; and other similar uses as determined by the Zoning Administrator.)
 2. Public parking: Ten (10) by eighteen (18) feet (Including the following uses: supermarkets, convenience stores, take-out restaurants, department stores,

furniture outlets, and other similar uses that transfer large or bulky items; also medical offices, hospitals, clinics and nursing homes; and all other similar uses as determined by the Zoning Administrator.)

3. Parking garages: Eight (8) feet, eight (8) inches by eighteen (18) feet.
4. Parallel parking: Ten (10) by twenty-four (24) feet.
5. Handicap parking: Sixteen (16) by eighteen (18) feet (first space) thirteen (13) by eighteen (18) feet above first space. One (1) of every six (6) handicapped spaces, or fraction thereof, must be van accessible (sixteen (16) by eighteen (18) feet).
6. Loading/unloading: Ten (10) by fifty (50) by fourteen (14) feet.

d. *Screening requirements.* Screening shall be provided as per section 126-72.

(h) *Layout and dimensions of spaces.*

(1) *Parking areas.* See Illustration No. 1 in the appendix at the end of this chapter.

(2) *Loading areas.*

Design Vehicle	Length in Feet (L)	Dock Angle (L)	Clearance in Feet (W)	Berth Width in Feet (W)	Apron Space in Feet (A)	Total Offset in Feet (T)
WB-40	50	90°	50	10	63	113
				12	56	106
				14	52	102
		60°	44	10	46	90
				12	40	84
				14	35	79
		45°	36	10	37	73
				12	32	68
				14	29	65
WB-50	55	90°	55	10	77	132
				12	72	127
				14	67	122
		60°	48	10	55	103
				12	51	99
				14	46	94
		45°	39	10	45	84
				12	40	79
				14	37	76

(i) *Parking requirements for persons with disabilities.*

- (1) Parking lots in excess of four (4) spaces shall provide persons with disabilities parking at the following rate or as may be required by Kentucky Building Code or the American Disabilities Act, whichever is more stringent:

Number of spaces required	Person with disabilities stalls
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
1,001 and over	20, plus 1 for each 100, or fraction thereof, over 1,000

- (2) These represent minimum requirements for all property uses; applicants are encouraged to provide additional space if known that their particular use dictates additional space.
- (j) *Adjustment for mixed use developments.* The Planning Commission may authorize an adjustment in the total parking requirement for separate uses located on the same site or for separate uses located on adjoining sites and served by a common parking facility. An application for such an adjustment must include a site plan showing the location of parking and extent of various uses, the requested reduction in the parking requirement, and supporting data addressing why such a reduction should be permitted.

Sec. 126-73. Home occupations.

Home occupations are conditionally permitted uses and shall be approved in compliance with the following regulations:

- (1) *Nature of use.* Home occupations may include the office or studio in the residence of the following:
- a. Doctor;
 - b. Dentist;
 - c. Artist;
 - d. Lawyer;
 - e. Engineer;
 - f. Tailor;
 - g. Teacher (with musical instruction limited to one (1) pupil at a time);
 - h. Realtor;
 - i. Insurance agent;

- j. Other similar uses except a barbershop, beauty shop, tearoom or animal hospital (see definition of home occupation, section 126-3).
- (2) *Use restrictions.* The following restrictions shall be placed on the above home occupations:
 - a. Must be conducted exclusively by the resident and no more than one (1) employee.
 - b. Not more than one-fourth (1/4) of one (1) floor of the residence shall be used.
 - c. Alterations and construction shall be allowed, provided that the external character and appearance of the building remains unchanged and the requirements of this article are met.
 - d. An indirectly lighted sign of not over one (1) square foot shall be permitted and shall be attached flat against the dwelling.
- (3) *Conditions.* The Board of Adjustment may attach conditions to its approval which are necessary to preserve the character of the district in which the proposed use will be located.
- (4) *Staff approval.* Staff may approve home occupations when the proposed home occupation meets the following provisions:
 - a. No employees who do not reside at the residence.
 - b. No storage of stock or goods.
 - c. No customers may come to the residence.
 - d. No signage on the property.
 - e. Home occupation must be clearly incidental and subordinate to the residential use.
 - f. Property owner must register their name and address with the Department of Planning Community Development.
 - g. Business owner must obtain a business license.

Sec. 126-79. Qualified manufactured homes.

Qualified manufactured homes are permitted in the R-2, R-3 and R-4 Zones for single-family residential purposes with the following provisions which shall be made prior to occupancy. Qualified manufactured homes shall be subject to the zone requirements for single-family residential structures in addition to the following:

- (1) Manufactured homes must be a qualified manufactured home that meets the following criteria:
 - a. Is manufactured on or after July 15, 2002.
 - b. Is affixed to a permanent foundation, is connected to the appropriate facilities and is installed in compliance with KRS 227.570. The term "permanent foundation" means a system of supports that is:

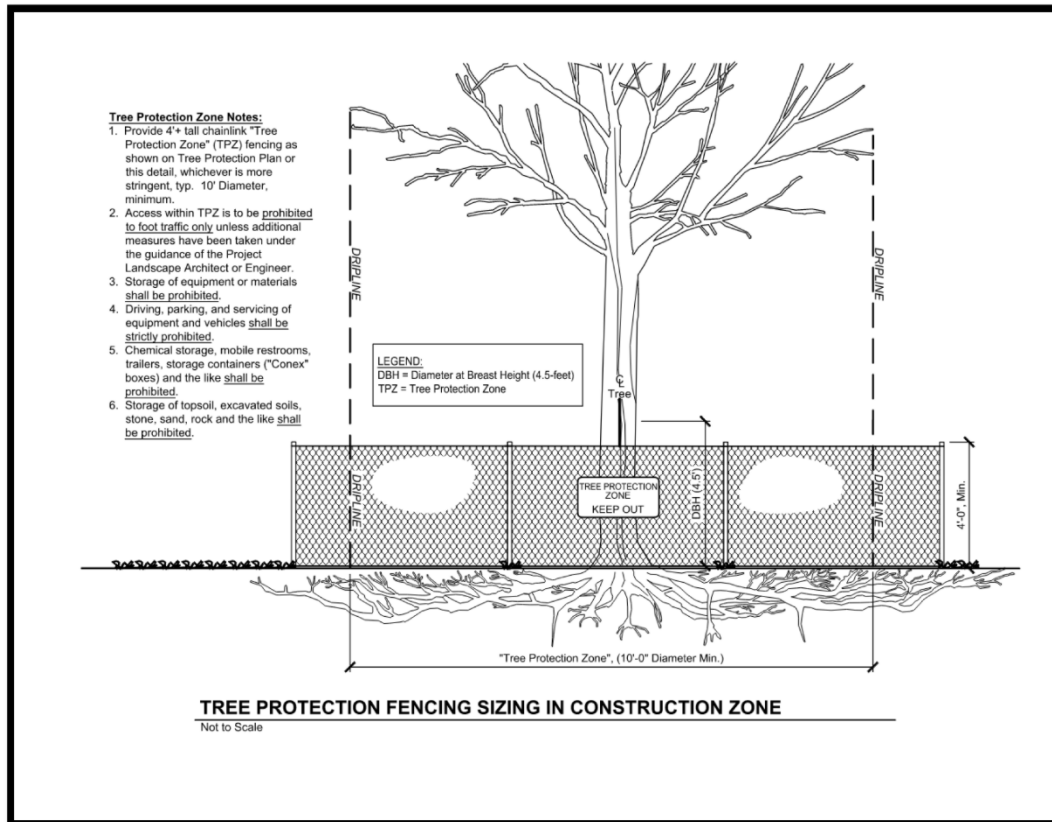
1. Capable of transferring, without failure, into soil or bedrock, the maximum design load imposed by or upon the structure.
 2. Constructed of concrete.
 3. Placed at a depth below grade adequate to prevent frost damage.
 - c. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height.
 - d. The structure must be oriented on the lot or parcel so that its main entrance door faces the street.
 - e. Is not located in a manufactured home land-lease community. Manufactured homes in a land-lease community shall comply with section 126-69.
 - f. The structure is compatible, in terms of assessed value, with single-family housing stock located within a one-eighth ($\frac{1}{8}$) mile or less radius.
- (2) Compatibility standards. Proposed qualified manufactured homes shall meet the following compatibility standards as they relate to single-family housing stock within a one-eighth ($\frac{1}{8}$) mile or less of the site.
- a. The square feet of living space shall be within one thousand (1,000) square feet of living space on the ground floor as other housing stock, but in no case shall be less than one thousand (1,000) square feet in the R-2 Zone and nine hundred (900) square feet in the R-3 and R-4 Zones.
 - b. The roof pitch shall be within two (2) inches of rise as other housing stock but in no case shall be less than 3:12.
 - c. The exterior finishing materials shall be consistent with other housing stock.
- (3) All wheels, springs, axles, lights and towing apparatus shall be removed.
- (4) The roof covering shall be shingle or metal.
- (5) The foundation shall be screened with masonry block or brick.
- (6) If no single-family structures exist within one-eighth ($\frac{1}{8}$) of a mile or if the home is proposed in a commercial or industrial zone, the following minimum standards shall apply:
- a. The structure shall have a gable or hipped roof pitched at least three (3) inches of rise over twelve (12) inches of run, covered with shingles, ribbed metal or standing seam metal.
 - b. The structure shall be sided with wood, aluminum, vinyl, brick or stucco.
- (7) One (1) qualified manufactured home shall be located on one (1) lot. However, if a qualified manufactured home is proposed to abridge one or more property lines due to limited space, a deed must be recorded at the McCracken County Clerk's office showing each lot or parcel as lot or parcel A, B, C, etc. within one (1) legal description. A copy of said deed shall be submitted to the Department of **Planning Community Development** within three (3) months of application approval. In no case shall a qualified manufactured home abridge a property line if it can fit onto one (1) lot.

- (8) No type of manufactured housing shall be permitted in the following zones: R-1 Low Density Residential Zone, NSZ Neighborhood Services Zone, NCCZ Neighborhood Commercial Corridor Zone, H-1 Historic Commercial Zone, H-2 Historic Neighborhood Zone, POP Planned Office Park, HM Hospital Medical Zone, MU Mixed-Use Zone, B-2-T Downtown Business Townlift Zone and A-1 Civic Center Zone.

Sec. 126-83. Landscape regulations.

- (a) *Purpose.* The purpose and intent of this section is to improve the appearance of vehicular use areas (VUAs) and property abutting public rights-of-way; to require screening between incompatible land uses; and to protect, preserve and promote the aesthetic appeal, character and value of the surrounding neighborhoods; to promote public health and safety through the reduction of noise pollution and air pollution.
- (b) *Landscape review procedure.* This section applies to all developments subject to site plan review with the exception of single-family developments. The requirements stated in this section shall be addressed during the applicable site plan review process.
- (1) New sites currently undeveloped. No new site development, building, or structure shall be constructed or vehicular use area created unless landscaping is provided as required by the provisions of this section.
- (2) Existing sites currently developed. Improvements to an existing site that include building additions or vehicular use area expansions shall be required to bring only the new improvements into compliance with this section.
- (c) *General requirements.*
- (1) All landscaping materials shall be installed in a sound manner and according to accepted good construction and planting procedures. Any landscape material, which fails to meet the minimum requirements of this article at the time of installation, shall be removed and replaced with acceptable materials. The owner, lessee, tenant or occupant shall be responsible for the continued proper maintenance of all landscaping materials and shall keep them in a proper, neat and orderly appearance free from refuse, debris, noxious weeds and unwanted grass at all times. All unhealthy or dead plant material shall be replaced within four (4) months or by the next fall or spring planting season, whichever comes first. Other defective landscape material shall be replaced or repaired within two (2) months. Plant material shall not be severely pruned such that the natural growth pattern or characteristic form is significantly altered. Topping or heading back trees, as defined by the International Society of Arboriculture, is prohibited. The severe cutting of limbs to stubs larger than three (3) inches in diameter is prohibited. Utility companies are exempt from this requirement.
- (2) Paducah, Kentucky is located within the USDA Plant Hardiness Zone 7a.
- (3) Existing trees shall be:
- a. Preserved where possible as determined by the Zoning Administrator or designee.
- b. Inventoried on properties proposed for new development to include:

1. All trees greater than or equal to four (4) inches in diameter at breast height (dbh),
 2. Trees growing immediately adjacent to and/or over the property from adjacent properties,
 3. Trees in public rights-of-way immediately adjacent to the property,
 4. Tree dripline/extent of tree canopy shall be shown on site plans,
 5. Tree protection zone (TPZ) shall be established, at a minimum, to the extent of the drip line of trees to be preserved.
- (4) Surfaces denuded of vegetation shall be seeded or sodded to prevent soil erosion.
- (5) Sight triangles: See section 126-65.
- (6) Trees larger in diameter (dbh) than fifteen (15) inches shall be considered "Significant" and shall be preserved intact without damage, unless approval is given for removal by the Zoning Administrator or designee.
- a. A TPZ shall be determined and remain undisturbed throughout the extent of construction.
 - b. Trees larger than thirty (30) inches in diameter (dbh) shall be considered "Historic" and shall be labeled as such on submitted site plans.
- (7) Tree protection fencing shall be established around the limits of the TPZ, typically the extent of the tree dripline.
- (8) Proposed trees shall be selected from a list of approved trees. Deviations from the approved list shall be submitted to the Department of **Planning** Community Development for approval prior to acceptance.
- (9) Trees or other plant materials identified on a list of unacceptable trees and plant materials shall not be selected or installed on any development.
- (10) Trees and understory vegetation shall only be approved as selected from the approved list of trees for utility trees.



(d) *Landscaping.*

- (1) All parking lots of more than four (4) parking spaces shall include planted trees in accordance with schedule 1, below:

Schedule 1

Number of Spaces	Number of Trees Required
1 to 4 spaces	No trees required
5 to 30 spaces	1 tree for each 6 spaces or fraction thereof up to 30 spaces
31 to 100 spaces	5 trees for the first 30 spaces, plus 1 tree for each additional 7 spaces or fraction thereof
101 to 196 paces	15 trees for the first 100 spaces, plus 1 tree for each additional 8 spaces or fraction thereof
197 to 304 spaces	27 trees for the first 196 spaces, plus 1 tree for each additional 9 spaces or fraction thereof
305 to 504 spaces	39 trees for the first 305 spaces, plus 1 tree for each additional 10 spaces or fraction thereof

505 or more spaces	59 trees for the first 505 spaces, plus 1 tree for each additional 11 spaces or fraction thereof

- (2) Shade/canopy trees shall be at least two and one-half (2½) inches in diameter at a point twelve (12) inches above the ground when planted, ornamental/understory trees shall be at least one and three-fourths (1¾) inches in diameter at the point twelve (12) inches above ground when planted and approved multi-stemmed trees shall be a minimum of seven (7) feet tall. All trees shall be protected from potential damage by vehicles. Thirty (30) percent of required trees shall be placed within the perimeter of the actual parking surface area in those parking lots of over twenty (20) spaces, spaced not closer together than twenty (20) feet.
- (3) Interior landscaping for vehicular use areas (VUAs). Landscaping shall include trees, shrubs, flowers or other living matter and shall be provided for vehicular use areas in accordance with the following standards:
 - a. A minimum of five (5) percent of the total VUA shall be landscaped and the landscaping shall be dispersed throughout the paved area. The VUA landscaping shall only be required for uses that have more than twenty (20) parking spaces.
 - b. The VUA landscaping shall contain a variety of trees and be dispersed in the form of planting islands or peninsulas throughout the VUA. The minimum size of a planting island or peninsula containing a tree(s) within the VUA shall be two hundred (200) square feet with minimum dimensions of ten (10) feet by twenty (20) feet or a minimum of eighty (80) square feet if a tree is not proposed.
 - c. No more than one (1) tree shall be planted per two hundred (200) square feet of islands or peninsulas.
 - d. Planting islands within the VUA shall be required at the end of every other parking row, when parking rows are provided in the interior portions of the parking lot. (Illustration #1)

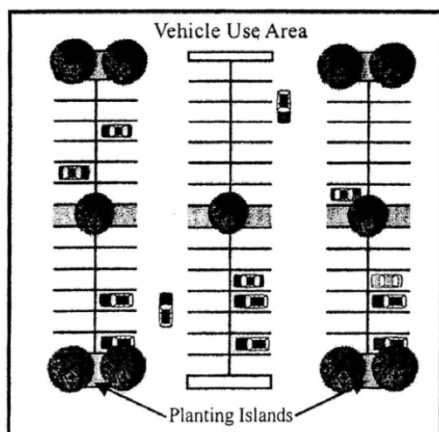


Illustration #1

1. All planting islands shall be planted with grass, low ground cover, shrubs, flowers or any combination of these. Hard surfaces or gravel are not permitted in lieu of plant materials.
 2. All planting islands shall have a minimum of six (6) inch curbs installed to protect the planting area from vehicular traffic.
 3. All plant material (other than grass, or ground cover) located within landscape islands where vehicle overhangs are needed shall be setback a minimum of two (2) feet, six (6) inches from the edge of pavement or the face of the curb.
 4. Sign landscaping. Landscaping shall be located around the base of freestanding signs. The landscaping shall be ornamental in nature with shrubs, flowers and other ornamental plant materials. Sign landscaping is not required for freestanding signs permitted before the adoption of this article. The amount of landscape area required shall be one (1) square foot of landscape area per one (1) square foot of sign area. At least fifty (50) percent of the required landscaping area shall be planted with trees and/or shrubs.
 5. Building landscaping. Any blank facade or portion of a facade of a building that is not used for outdoor display, storage or loading/unloading shall be required to provide the following landscaping if the wall is visible from a public right-of-way. Blank facades shall be classified as any wall that does not have windows used for display or entry doors for employees or the general public. Buildings, which are ten thousand (10,000) square feet or smaller shall be exempt, from the requirements of this section.
 - (i) Trees shall be provided on an average of at least one (1) tree per forty (40) linear feet of blank facade as defined above and shrubs shall be provided on an average of at least one (1) shrub per ten (10) linear feet of blank facade. This landscaping is not required to be placed in a linear design, but shall be required to be dispersed throughout the length of the building facade.
 - (ii) Facades that abut VUAs shall have a minimum eight (8) feet wide planting area. This planting area can be reduced by four (4) feet if sidewalks are installed.
- (e) *Screening requirements.* The necessity and type of screening required varies greatly with each particular situation. Therefore, it is the intent of this section to provide a discretionary measure in deciding the appropriate height, width and type of screening necessary, with the following provisions:
- (1) Where a business zone abuts a City or County residential zone, a screen shall be required along the boundary of the business property adjacent to the residential property.
 - (2) Where an industrial zone abuts a City or County residential zone, a screen shall be required along the boundary of the industrial property adjacent to the residential property.

- (3) Where on any lot, or portion thereof; automobiles, appliances and their component parts are under repair or reduction, a screen shall be required.
- (4) Off-street parking lots shall be screened when located adjacent to or in a residential zone.
- (5) Mobile home parks shall provide a screen along their property lines as required by section 126-69(5).
- (6) Commercial or industrial businesses shall provide a screen between the commercial or industrial business and any residential use located adjacent to it, irrespective of zone.
- (7) Fences in a residential zone, which may be placed along a boundary for the purpose of providing privacy or security to the resident, shall follow the following height limitations: (Illustration #2)
 - a. Front yard: Four (4) feet. Fences shall be of a decorative design (chain-link, barbed wire, stock wire, chicken wire and similar type fences are not permitted in the front yard).
 - b. Side yard: Six (6) feet.
 - c. Rear yard: Eight (8) feet.

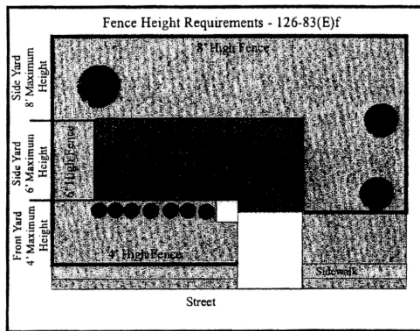


Illustration #2

- d. For the purpose of this section, the term "fence" shall be interpreted to include any type of fence, wall, trellis or structure placed for the purpose of this section.
- e. All fences shall be constructed of durable materials and shall be installed to withstand the elements. Fences shall be maintained in good repair at all times.
- f. Uses specified above as requiring screening shall provide a visual obstruction from adjacent properties in conformance with the following standards:
 1. The screen may be composed of view-obscuring vegetation, wall, fence or berm.
 2. The items may be used individually or in combination. Fences constructed of chain-link, barbed wire, stock wire, chicken wire or other similar type fences are not permitted when used for screening.

3. The result shall be a semi-opaque eighty (80) percent screen, which obscures views from the ground to a height of the object being screened; however, the screen is not required to exceed eight (8) feet.
 4. Plant materials shall be at least two (2) feet tall at the time of installation and reach the desired height within three (3) to five (5) years.
 5. When a combination of features is proposed, one-fourth (1/4) of the surface area of walls, fences or berms that face off-site must be covered with plant material within three (3) to five (5) years.
 6. Screening areas shall be sufficient to allow for the mature growth of plant materials when used.
- (8) A developer shall submit a site plan to the Planning and Zoning Administrator and shall show the proposed type of screening to be located along the boundary of the developer's property.
- (f) *Enforcement.*
- (1) Inspections will be conducted by the Department of **Planning** **Community Development** after the installation of landscaping to ensure compliance with the submitted and approved site plan.
 - (2) The removal or destruction of landscape material previously approved by the City shall constitute a violation of this chapter. Replacement of landscape material shall be of like size as that which was removed or destroyed.
 - (3) Violation of this article shall be grounds for the refusal of a certificate of occupancy, require replacement of landscape material, and/or will subject those in violation to the established fines and penalties of this chapter.
- (g) *Waiver of requirements.* The Planning Commission shall have the authority to grant a waiver of any of the requirements in this section upon written request, which outlines the rationale for the waiver. The Planning Commission shall review each written request and grant a waiver only:
- (1) Under unusual or extreme circumstances which cause an unreasonable hardship such as the size of the lot.
 - (2) When an innovative or alternative approach can be made which still meets the intent and purpose of this section.

Sec. 126-87. Mobile food vehicles and food tents.

- (a) *Purpose and intent.* In order to promote a new dynamic for the citizens of Paducah, create new jobs, increase quality of life and diversify dining options; this section of this chapter has been adopted to allow mobile food vehicles and food tents to operate under specific guidelines.
- (b) *Definitions.* The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Food tent means a temporary structure with or without sidewalls or drops, constructed of fabric or pliable material supported by any manner except by air or the contents that it protects, used for the purposes of serving food or beverage to the general public.

Mobile food administrator means the Director of [Planning Community Development](#) or designee. The Administrator shall be responsible for the administration, oversight and enforcement of the provisions under this section.

Mobile food vehicle means a vehicle-mounted, vehicle-towed or vehicle-carried food service establishment that engages in the sale and preparation of food or beverages in individual portions to the general public.

Mobile food vendor means a person that prepares or serves food or beverages to the general public from a mobile food vehicle.

- (c) *Exemptions.* This section shall not apply to ice-cream or coffee trucks that move from place-to-place and are stationary in the same location for no more than ten (10) minutes at a time. This section also does not apply to food vending push carts, food stands, mobile food vehicles in operation under a special event permit, mobile food vehicles intended to be stationary, such as; but not limited to, in a mobile food vehicle court and food tents in the Highway Business District.
- (d) *Zoning locations.* Mobile food vehicles may operate in the following zones: B-1, B-2, B-2-T, B-3, HBD, M-1, M-2, M-3, A-1, POP and HM Zones. A mobile food vehicle may operate on a parcel that contains non-residential uses in the MU, H-2, NSZ and NCCZ Zones and in Planned Unit Developments (PUDs). All other zones are expressly prohibited, except in public parks as described herein.
- (e) *Location and hours.* Mobile food vehicles are permitted on City of Paducah right-of-way (ROW). Mobile food vehicles are expressly prohibited from locating on State of Kentucky ROW. Mobile Food Vehicles may not locate within one hundred (100) feet of the principal entrance of any restaurant where more than fifty (50) percent of sales are derived from food, without the express written consent of said restaurant(s).
 - (1) The mobile food vendor must obtain written permission from the property owner to locate on private property and said permission must be made available to the mobile food administrator. Mobile food vehicles may locate in public parking lots with written approval from the mobile food administrator. Vehicles in the ROW may be asked to be moved in the event of street cleaning, snow removal, parades, construction or other events as deemed necessary, in the sole opinion, of the Mobile Food Administrator. Mobile food vehicles in private parking lots may be asked to be moved in the event sufficient parking is not available. Written permission must be granted from the Paducah Parks Services Director or designee; or the McCracken County Judge Executive or designee (depending on ownership) if the mobile food vendor proposes to operate in a public park.
 - (2) In no case shall a mobile food vehicle obstruct traffic or pedestrian flow. A mobile food vendor shall ensure that a minimum of four (4) feet of unobstructed sidewalk remains open for pedestrian traffic. Mobile food vehicles parked in the ROW shall not occupy more than two (2) parking spaces. No stop sign, yield sign, school crossing sign or any other traffic-control sign or signal shall be obstructed. No ingress/egress of

any driveway or alley shall be obstructed. No fire hydrant or fire lane shall be obstructed.

- (3) Mobile food vehicles may operate within the hours of 6:00 a.m. to 11:00 p.m. Mobile food vehicles may operate until 2:00 a.m. if the mobile food vehicle is located on private property and the principal business located on the private property is open. Mobile food vehicles may not be left overnight in public parking lots or on City ROW.

(f) *Self-contained units and appurtenances.* All mobile food vehicles shall have self-contained water and wastewater. No gray water or grease shall be dumped upon any street, sidewalk or down a stormwater drain. Mobile food vehicles on private property may utilize electric power from the property being occupied or an adjacent property, but only when written consent is obtained to do so. No power cable, extension cord or other equipment shall be extended across any street, alley or sidewalk. If a power cable, extension cord or other electrical equipment is extended across a parking lot, said equipment must be protected from vehicle movements in accordance with the National Electrical Code requirements.

- (1) No tables, chairs, umbrellas or other appurtenances shall be allowed on public property.
- (2) All mobile food vehicles shall be in compliance with regulations established by the Cabinet for Health and Family Services, Department for Public Health, Division of Public Health Protection and Safety and/or the Purchase District Health Department.

(g) *Garbage disposal.* All mobile food vendors must provide one (1) or more garbage receptacles for their patrons. All mobile food vendors must keep the area around their vehicles free from litter, refuse and garbage.

(h) *Serving articles and alcoholic beverages.* Patrons shall be provided with single-service articles, such as plastic utensils, plastic or Styrofoam cups and paper or Styrofoam plates. Mobile food vehicles shall not serve any alcoholic beverage unless permitted as part of a special event.

(i) *Special events.* Mobile food vehicles are prohibited from vending two thousand five hundred (2,500) feet from special event permitted areas; including, but not limited to, Barbeque on the River and Quilt Week unless the mobile food vehicle is permitted by the City; the City Parks Services Department and/or the permit holder responsible for the special event. Mobile food vehicles shall comply with all aspects of applicable provisions of the National Fire Protection Association (NFPA) Code 1 (2018 Edition), Chapter 50 (Commercial Cooking), and any future amendments thereto adopted by the NFPA, unless specifically omitted by amendment to this article.

(j) *Noise.* No mobile food vehicle may emit bells, music, horns or other audible sounds used to attract customers. Strobe lights, flashing lights or other repetitious lighting are prohibited. The noise level from the food truck motor and generator must comply with the City's Noise Ordinance. Generators shall not be permitted on Broadway between Water Street and North 7th Street/Clarence Gaines Street, 2nd Street or within one hundred (100) feet of a residence, unless a generator is utilized that produces a noise level of seventy-two (72) decibels or less.

(k) *Application and permitting.*

- (1) *Mobile food permit required.* Any operator of a mobile food vehicle must apply for and receive, on an annual basis, a mobile food zoning compliance permit (the "mobile food permit") from the Mobile Food Administrator. The mobile food permit is required for each mobile food vehicle. The mobile food permit shall be prominently displayed on the mobile food vehicle along with other permits as required by this chapter.
- (2) *Application.* Every mobile food vendor desiring to operate a mobile food vehicle shall submit an application for a mobile food permit to the Mobile Food Administrator. All mobile food vendors shall obtain necessary inspections and permits otherwise required by the City of Paducah, the Purchase District Health Department, and any other local, State or Federal agencies or departments, including a current City business license and any other inspections and permits required by the Paducah Fire Prevention Division, in order to vend in the City limits. In addition to the information required in the application, the Mobile Food Administrator may request other information reasonably required. The mobile food permit application shall not be considered complete until the Mobile Food Administrator has all information as required by the application.
- (3) *Issuance of mobile food permit.* Once the application is considered complete, the Mobile Food Administrator shall issue or deny the mobile food permit within fourteen (14) business days. If the Mobile Food Administrator is satisfied that the application and mobile food vehicle conform to the requirements of this chapter and other pertinent laws and ordinances, a mobile food permit shall be issued to the applicant. If the application and mobile food vehicle does not conform to the requirements of this chapter or other pertinent laws or ordinances, the Mobile Food Administrator shall not issue the mobile food permit, but shall inform the applicant of the denial. Such denial, when requested, shall be in writing and state the reasons for denial. The mobile food permit shall be valid for one (1) calendar year from the date of issuance, unless the mobile food permit is revoked pursuant to this chapter.
- (4) *Permit renewal.* Every mobile food permit, unless suspended or revoked for a violation of any provision of this chapter or other requirement or ordinance of the City, can be renewed annually prior to expiration. An application for renewal of a mobile food permit shall be made through the Mobile Food Administrator. Upon the mobile food permit's expiration, the holder of the mobile food permit forfeits the right to renew and the mobile food vendor must reapply for a new mobile food permit.
- (5) *Inspections after permitting.* Permitted operations will be inspected periodically and without notice by representatives of various City departments to ensure compliance with this chapter.
- (6) *Operation without permit.* Any mobile food vehicle operating without a valid mobile food permit may be deemed a public safety hazard and may be ticketed and impounded. The penalty for operating without a mobile vehicle permit shall be the same as section 126-178.
- (7) *Revocation of permit.* The Mobile Food Administrator may revoke a mobile food permit if it is discovered that:
 - a. An applicant obtained the mobile food permit by knowingly providing false information on the application;

- b. The continuation of the mobile food vendor's use of the mobile food permit is a threat to public health or safety, or if the mobile food vendor otherwise presents a threat to public health or safety; or
 - c. The mobile food vendor or mobile food vehicle violates regulations of this article or any other City ordinance.
- (8) *Appeal of revocation.* If a mobile food permit is revoked, the Mobile Food Administrator shall state the specific reasons for the revocation. Any mobile food vendor whose mobile food permit has been revoked may appeal such denial by submitting a written request for a hearing to the Mobile Food Administrator within ten (10) days of revocation. An informal hearing shall be conducted within thirty (30) days of the Mobile Food Administrator's receipt of said appeal by a panel comprised of the Chairman of the City Planning Commission, the City Manager and the Director of the Fire Prevention Division. The panel shall consider whether the revocation was justified and whether good cause exists to reinstate the mobile food permit. The panel shall issue its decision on the appeal in a written opinion within ten (10) business days; the written opinion will be sent via first class mail to the mobile food vendor at the address listed on the mobile food vehicle application. The decision resulting therefrom shall be final. Following the revocation of a mobile food permit, a vendor must wait one (1) year before reapplying for a new mobile food permit.
- (l) *Food tents.* Food tents shall be principally permitted in the B-2 Zone and as promulgated through the higher-intensity zones. In addition to the following, food tents shall follow subsections (e)—(j) of this section as applicable.
- (1) *Festivals/events.* Food tents may be utilized only as part of a private festival or event such as, but not limited to; Food Truck Fridays or block parties.
 - (2) *Approvals.* Food tents shall receive necessary approvals from the Fire Prevention Division and the Purchase District Health Department. Food tents shall be required to pass an on-site inspection by the Fire Prevention Division.
 - (3) *Cooking.* No cooking shall take place under a food tent unless the tent meets the requirements of the National Fire Protection Association standard #701. All cooking areas must be kept isolated from the public.
 - (4) *Separation.* Food tents shall be located further than twenty (20) feet from another tent or other structure.

Sec. 126-88. Reasonable accommodation for recovery homes.

- (a) *Definitions.* For the purposes of this article, the following terms are defined as follows:
- (1) *Certifying organization.* Certifying organization, as used in this article, means:
 - a. The Kentucky Recovery Housing Network;
 - b. The National Alliance for Recovery Residences;
 - c. Oxford House, Inc.; and
 - d. Any other organization that develops and administers professional certification programs requiring minimum standards for the operation of recovery residences

that has been recognized and approved by the Cabinet for Health and Family Services.

- (2) *Fair housing laws.* The Federal Fair Housing Amendments Act of 1988 (FHA) and the provisions of KRS 344.600 et seq., as may be amended from time to time (fair housing laws).
 - (3) *Group home.* A residential facility for the care of multiple unrelated individuals living in a single housekeeping unit and recognized as handicapped individuals under the Fair Housing Act and American with Disabilities Act. A group home shall be considered a recovery home for all purposes consistent herewith, even if such home includes multiple unrelated individuals.
 - (4) *Handicapped.* Person with disabilities; for the purposes herein, has the meaning set forth in the Federal Fair Housing Act and the American with Disabilities Act and is an individual who has a physical or mental impairment that limits one (1) or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment. While a person recovering from substance abuse is considered a person with a disability under 42 U.S.C. § 3602 (h), a person who is currently engaged in illegal use of a controlled substance is not.
 - (5) *Operator.* An individual or business entity, whether for profit or non-profit, which provides residential services at a recovery home.
 - (6) *Reasonable accommodation.* The act of making a dwelling unit or housing facility readily accessible to, and usable by, a person with disabilities, through the removal of constraints in the City's land use, zoning, permit and processing procedures. All requested or proposed accommodations may not be reasonable and the reasonableness of a request will be determined by the City.
 - (7) *Recovery home.* A recovery home means a single-family dwelling unit inhabited or intended to be inhabited by unrelated individuals recovering from a drug and/or alcohol addiction, considered as a handicapped individual under State or Federal law, which promotes use disorder recovery through abstinence from intoxicating substances; and shall not include facilities which provide on-site supportive services to residents including the following: mental health services; clinical rehabilitation services; social services; medical, dental, nutritional or other health care services; financial management services; legal services; vocational services or other similar supportive services.
 - (8) *Recovery support services.* Recovery support services means activities that are directed primarily toward recovery from substance use disorders and includes; but is not limited to, mutual aid self-help meetings, recovery coaching, spiritual coaching, group support and assistance in achieving and retaining gainful employment. Recovery support services does not include any medical, clinical, behavioral health or other substance use treatment service for which a license or other approval is required under State law.
- (b) *Purpose.*
- (1) Fair Housing Laws impose an affirmative duty on local governments to make reasonable accommodation in their land use, zoning regulations and land-use practices

when such accommodation may be necessary to afford handicapped individuals an equal opportunity to housing in accordance therewith.

- (2) In furtherance of the purposes of the Fair Housing Laws, this section is intended to: preserve the residential character of predominately single-family residential neighborhoods; ensure that inhabitants of recovery homes are actually entitled to reasonable accommodation; limit the secondary impacts of recovery homes by reducing noise, lighting and traffic; preserve safety, provide adequate on-street or off-street parking; provide an accommodation for handicapped individuals that is reasonable and actually bears some resemblance to the opportunities afforded non-handicapped individuals to use and enjoy a dwelling in a residential neighborhood and to encourage living environments that will enhance opportunities for handicapped individuals to remain in recovery. Pursuant to Fair Housing Laws, this article is also created to provide handicapped individuals reasonable accommodation in zoning regulations to ensure equal access to housing and facilitate the development of housing for individuals with such recognized handicaps when the same may act as a barrier to fair housing opportunities.
- (3) There is hereby established a procedure for making requests for reasonable accommodation in land use and zoning regulations to comply fully with the intent and purpose of Fair Housing Laws. Unless a recovery home has been granted reasonable accommodation as provided in this article, recovery homes shall comply with zoning regulations applicable to the zone in which they are located.
- (c) *Applicability.* Reasonable accommodation within the context of the land use and zoning regulations means providing individuals with recognized handicaps flexibility in the application of land use regulations, zoning regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities.
- (d) *Notice to the public of availability of accommodating process.* Notice of the availability of reasonable accommodation shall be prominently displayed and provided to requesting individuals, advising the public of the availability of the procedure for eligible applicants.
- (e) *Application for requesting reasonable accommodation.*
 - (1) Forms for requesting reasonable accommodation shall be available in the **Planning** Department [of Community Development](#) and online.
 - (2) An application for reasonable accommodation may be made by:
 - a. Any handicapped individual or his or her representative;
 - b. The owner of the real property intended for use as a recovery home for handicapped individuals; or
 - c. The operator of an entity providing residential services at the location.
 - (3) Requests for reasonable accommodation shall be in writing and provide the following information:
 - a. Name, address and phone number of the applicant requesting reasonable accommodation;

- b. Name, address and phone number of the house manager who is responsible for the day-to-day operation of the facility, if any;
 - c. Address of the property for which accommodation is requested;
 - d. Name, address and phone number of the property owner(s) if not the applicant;
 - e. If the applicant/ operator is not the property owner, a copy of any lease agreement between applicant/ operator and owner must be provided as well as written approval from the property owner to operate a recovery home at the proposed location;
 - f. Detailed description of the requested accommodation with reference to any known regulation, policy or procedure from which relief is sought;
 - g. Reason that the requested accommodation may be necessary for the handicapped individual(s) to use the dwelling;
 - h. Copy of the recovery home rules and regulations including intake procedures and relapse policy;
 - i. Blank copies of all forms that residents or potential residents are required to complete;
 - j. An affirmation by the applicant or operator that only handicapped residents shall reside at the recovery home;
 - k. Where the applicant is not an intended occupant, but instead intends to operate the home for financial or charitable purposes, a copy of any agreement between the applicant/ operator and the property owner setting forth or concerning any fee arrangement or financial reimbursement applicable to each resident of the recovery home; and
 - l. Copy of certification by a certifying organization, either permitting the individual or entity to operate a recovery home, or indicating the individual or entity is otherwise exempt from certification requirements pursuant to KRS 222.502(b), or proof that the recovery home has applied for certification with a certifying organization or the Cabinet for Health and Family Services.
- (4) Any information obtained related to an individual's handicap or medical condition shall be considered confidential, shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection unless otherwise required by law.
- (5) A request for reasonable accommodation to the regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation shall not affect an individual's obligations to comply with all ordinances and laws not at issue in the requested accommodation.
- (6) If an applicant needs assistance in making the request for reasonable accommodation, the applicant shall submit a request for assistance to the Director of **Planning Community Development** and assistance in filing an appropriate request shall be provided.

- (7) An applicant may seek relief from the strict application of the provisions of this article by submitting such request in writing to the Director of **Planning Community Development** setting forth specific reasons as to why accommodation over and above the provisions set forth herein is necessary.
 - (8) No application fee shall be charged, except that entities operation a dwelling for-profit shall comply with section 106-65 of the Paducah Code of Ordinances.
- (f) *Grounds for reasonable accommodation.*
- (1) In determining whether to grant a reasonable accommodation, the Director shall consider the totality of the following factors:
 - a. That the property will be used by an individual with a recognized handicap protected under Fair Housing Laws;
 - b. Special needs created by the recognized handicap;
 - c. Potential benefit that can be accomplished by the requested modification;
 - d. Potential impact on properties within the vicinity, including impacts on parking, ingress and egress, traffic, lighting and noise;
 - e. Physical attributes of the property and dwelling structure;
 - f. Alternate accommodations that may provide an equivalent level of benefit;
 - g. Whether the requested accommodation would impose an undue financial or administrative burden on the City;
 - h. Whether the requested accommodation would require a fundamental alteration in the nature of a City function or service, including in the City's overall zoning scheme and neighborhood development; and
 - i. Whether granting the request would be consistent with the City's Comprehensive Plan.
 - (2) In making a determination of whether the requested accommodation would require a fundamental alteration in the immediate neighborhood, the City's overall zoning scheme, overall neighborhood development or the City's Comprehensive Plan, an analysis shall be required of the number of recovery homes already accommodated within any specific neighborhood such that the accommodation of the request with an additional recovery home would institutionalize a predominately single-family dwelling neighborhood.
 - (3) The Director shall not be required to undertake an investigation of the occupants' handicap. A recovery home certified by a certifying organization, or which has applied for Certification with a certifying organization or the Cabinet for Health and Family Services, and which has a drug testing and relapse policy shall constitute proof of status as handicapped for purposes of this section.
- (g) *Distance requirement.*
- (1) No recovery home shall be located within six hundred fifty (650) feet, as measured from the closest property lines, of any other recovery home, except as delineated in subsection (g)(2) herein.

- (2) Recovery homes in existence at the time of enactment of this section, as referenced in section (j)(1) herein, which provide proof of certification by a certifying organization and compliance with requirements of the Cabinet for Health and Family Services on July 1, 2024, shall not be required to cease operation due to proximity of less than six hundred fifty (650) feet from the property lines of another recovery home.
 - (3) Upon revocation of a permit as set forth in sections (j)(6) or (n)(1) herein, recovery homes in existence at the time of enactment of this section, as referenced in section (j)(1) herein shall no longer be excepted from the distance requirement. Upon reapplication for a permit, if any, such recovery home shall be required to meet the distance requirement set forth herein.
- (h) *Reviewing authority.*
- (1) Requests for reasonable accommodation shall be reviewed by the Director of **Planning Community Development** using the criteria set forth herein.
 - (2) The Director shall issue a written decision either granting or denying a temporary permit to operate a recovery home in the intended location, in accordance with section (k) herein. A temporary permit may be issued in accordance with section (j) if, upon initial review, the factors set forth in section (f)(1), (2) and (i)(2)—(9) weigh in favor of granting the reasonable accommodation.
 - (3) The Director shall issue a written decision on a request for reasonable accommodation within thirty (30) days of receipt of proof of certification or denial of certification by a certifying organization or the Cabinet for Health and Family Services and may either grant, grant with modifications or deny a request for reasonable accommodation in accordance with the required findings set forth below.
 - (4) If necessary to reach a determination on the request, the Director may request further information from the applicant consistent with Fair Housing Laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty-day period to issue a decision shall be stayed until the applicant responds to the request.
- (i) *Required findings.* The written decision to grant, grant with modifications or deny a request for reasonable accommodation shall be consistent with Fair Housing Laws and based on the following factors:
- (1) The recovery home shall have applied for certification with a certifying organization or the Cabinet for Health and Family Services and otherwise in good standing with the Cabinet for Health and Family Services, as required by KRS 222.502.
 - a. Should the recovery home fail to have applied for certification with the Cabinet for Health and Family Services or a Certifying Organization, or otherwise fail to be in good standing with the Cabinet for Health and Family Services as required by KRS 222.502, and not otherwise exempt from certification pursuant to KRS 222.502(b), the Director's inquiry shall end and the Director need not consider any remaining factors.
 - (2) Whether the recovery home will be used by individuals with a recognized handicap as defined herein and protected under Fair Housing Laws.

- (3) Whether the requested accommodation is necessary to make housing available to an individual with a recognized handicap protected under the Fair Housing Laws.
- (4) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
- (5) Whether the requested accommodation would require a fundamental alteration in the nature of the City's land use or zoning regulations, codes or related programs.
- (6) Whether the requested accommodation will fundamentally alter the neighborhood due to changes in noise, lighting, parking, traffic or other factors deemed appropriate at the discretion of the Director.
- (7) Whether the requested accommodation will result in a direct threat to the health, safety or welfare of other individuals or cause physical damage to the property of others.
- (8) Whether the requested accommodation is necessary to make facilities of a similar nature economically viable in light of the particularities of the relevant market and market participants.
- (9) Whether the existing supply of facilities of a similar nature is already sufficient to provide individuals with a recognized handicap an equal opportunity to live in a residential setting.
- (10) Whether the applicant has previously had reasonable accommodation revoked or suspended, including the reasons therefore.

(j) *Temporary permit.*

- (1) Recovery homes in existence at time of enactment: The **Planning** Director of Community Development shall issue a temporary permit to the operator of a recovery home already in existence prior to enactment of this section which has applied for Certification with a certifying organization or the Cabinet for Health and Family Services and provided proof of such application. Upon Certification by a certifying organization or the Cabinet for Health and Family Services and provision of proof of certification by the Cabinet for Health and Family Services, a recovery home in existence prior to enactment of this section shall not be required to submit a request for reasonable accommodation as otherwise required herein, but shall be required to submit additional documentation annually.
- (2) Recovery homes not in existence at time of enactment: The **Planning** Director of Community Development may issue a temporary permit to the operator of a recovery home which is not already in existence prior to the enactment of this section and which has submitted an application for certification with a certifying organization or the Cabinet for Health and Family Services, if upon initial review; the factors set forth in section (f)(1), (2) and (i)(2)—(9) herein weigh in favor of granting the reasonable accommodation.
- (3) A temporary permit shall authorize the occupancy of a recovery home until such time as a certifying organization or the Cabinet for Health and Family Services approves or denies the recovery home's application.

- (4) A temporary permit shall indicate only that the recovery home has applied for certification and is in good standing with the certifying organization or the Cabinet for Health and Family Services. A temporary permit is not a determination that the recovery home will likely be certified or finally granted reasonable accommodation.
 - (5) The temporary permit shall be valid until the certifying organization or the Cabinet for Health and Family Services grants or denies certification following a site visit at the intended or temporarily permitted location.
 - (6) In the event the recovery home's application for certification is denied by a Certifying Organization or the Cabinet for Health and Family Services, the recovery home's temporary permit shall be revoked.
- (k) *Written decision on the request for reasonable accommodation.*
- (1) The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the Director's findings as set forth in subsection (j) herein.
 - (2) The written decision shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below.
 - (3) The notice of decision shall be sent to the applicant by certified mail.
 - (4) The written decision of the Director shall be deemed final unless an applicant appeals the decision to the Board of Adjustment within the prescribed time period pursuant to KRS 100.261(1).
 - (5) In the event the Director fails to render a written decision within thirty (30) days, the request shall be forwarded to the City Manager's Office for final determination, which shall make such written determination within fifteen (15) days thereof.
 - (6) While a request for reasonable accommodation is pending, all ordinances, laws and regulations otherwise applicable to the property shall remain in full force and effect.
 - (7) The Director shall maintain records of requests for reasonable accommodation and the response thereto, including final written decisions.
- (l) *Appeals.*
- (1) An applicant may appeal an adverse decision within thirty (30) days of the date of the written decision. Appeals from the adverse decision shall be made in writing to the Board of Adjustment.
 - (2) Appeals shall be filed in the **Planning** Department of Community Development.
 - (3) All appeals shall contain a statement of the grounds for the appeal.
 - (4) Nothing in this procedure shall preclude an aggrieved individual from seeking any other State or Federal remedy available.
- (m) *Requirements of recovery homes following written decision granting reasonable accommodation.* Following the written determination that a recovery home is entitled to reasonable accommodation, the recovery home shall be subject to the following:
- (1) *Insurance and mortgage notification requirement.*

- a. The operator of any recovery home shall maintain and provide proof to the City of general liability and homeowners/renters insurance coverage in an amount deemed appropriate by the operator of the recovery home and the certifying organization.
 - b. The operator shall be required to provide proof to the City that any mortgage lien holder on the subject property has been notified of the use of the premises as a recovery home.
- (2) *Good neighbor policy.* The recovery home shall maintain a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for accepting complaints from neighbors and for the house manager/operator to follow when a neighbor complaint is received.
- (3) *Parking.* The recovery home shall not permit occupants or visitors to park on unfinished, grass or dirt surfaces. Occupant parking shall not be permitted to interfere with the ingress and egress of the home or neighboring properties.
- (4) *Maintenance of records.* The recovery home operator shall maintain records for a period of one (1) year following eviction, or involuntary termination, of an occupant. Nothing herein shall require an operator to violate any provision of state or federal law regarding confidentiality of health care information.
- (5) The operator shall screen occupants for registry pursuant to KRS 17.510. The operator shall ensure that no occupant resides in the recovery home in violation of KRS 17.545.
- (6) *Compliance with applicable codes.* The recovery home shall remain in full compliance with all applicable building, electrical, fire, property maintenance, and nuisance codes.
- (7) The operator shall be responsible for filing with the City:
 - a. Any updates or changes to policies, procedures, ownership or operating entity within thirty (30) days;
 - b. Any changes in certification or licensure with the Cabinet for Health and Family Services and/or certifying organization within seven (7) days; and
 - c. Updated / renewed proof of insurance as required in (m)(1), certification, and registry with the Cabinet for Health and Family Services annually, on or before April 15.
- (n) *Suspension and revocation.*
 - (1) A recovery home, including those with temporary permits pursuant to subsection (j), shall be subject to suspension or revocation of accommodation, subject to notice and a right to a hearing, due to any of the following conditions indicating that the accommodation is either no longer reasonable or no longer appropriate under State or Federal law:
 - a. Any applicant, property owner, operator or staff person has provided materially false or misleading information in the request for accommodation or omitted any pertinent information.

- b. Any applicant, property owner, operator or staff person has been convicted of, or pleaded nolo contendere, within the last ten (10) years, to any of the following:
 - 1. Any sex offense for which a person is required to register as a sex offender under KRS 17.510;
 - 2. Arson offenses;
 - 3. Violent felonies involving bodily harm to another person; or
 - 4. Unlawful sale or distribution of controlled substances.
 - c. Any operator that accepts residents, other than a house manager or staff member, who are not handicapped as defined under Fair Housing Laws.
 - d. The Recovery home is denied or loses certification by a certifying organization or the Cabinet for Health and Family Services or otherwise fails to comply with the requirements of KRS 222.502 or KRS 222.506.
 - e. The operator fails to immediately take measures to remove any resident who no longer meets the definition of handicapped as defined under Fair Housing Laws, due to current illegal use or abuse of a controlled substance or addiction.
 - f. Significant or repeated violations of this section or any other applicable laws, ordinances and/or regulations.
- (2) Prior to revocation of the permit or temporary permit providing accommodation, the operator of a recovery home shall be provided written notice of the City's intent to suspend or revoke an accommodation, including the reasons for such suspension or revocation. The operator shall have the right to request a hearing to contest the intent in writing within five (5) business days of receipt of the notice of intent to suspend or revoke the accommodation. The request for hearing shall be filed with the **Planning Department of Community Development**.
 - (3) Upon written request, a hearing shall be scheduled before the Board of Adjustment, in accordance with KRS 100.261.
 - (4) Appeals from the Board of Adjustment shall follow KRS 100.347.

Sec. 126-115. Historical Zones, H-1 and H-2.

- (a) *Use provisions for the Historic Commercial Zone, H-1.* The purpose of the H-1 Zone is to encourage the development, redevelopment and the preservation of the City's historic commercial area.
 - (1) *Principal permitted uses.*
 - a. Any use permitted in a B-2-T Zone;
 - b. Any other use which the Historical and Architectural Review Commission (hereinafter called HARC) finds, based upon evidence at a public hearing, would not impair the historical integrity of the H-1 Zone.
 - (2) *Minimum yard requirements.* None.
 - (3) *Minimum area requirements.* None.

- (4) *Maximum building height.* None.
 - (5) *Parking requirements.* None.
 - (6) *Ground floor use.* The ground floor of all structures in the H-1 Zone shall be a permitted use as defined in subsection (1) except that residential uses, hotel/motel rooms, short-term rental rooms or bed and breakfast rooms may be permitted on any floor above or below the ground floor. Residential uses, hotel/motel rooms, short-term rental rooms or bed and breakfast rooms may also be permitted in the rear one-third ($\frac{1}{3}$) of the ground floor.
- (b) *Use provisions for the Historic Neighborhood Zone, H-2.* The purpose of the H-2 Zone is to encourage the development, redevelopment and preservation of the City's historic neighborhood area.
- (1) *Principal permitted uses.*
 - a. Any principal use permitted in the R-4 Zone except multi-family dwellings shall be conditional uses;
 - b. Funeral homes;
 - c. Beauty shops and barbershops;
 - d. Assembly buildings of cultural, fraternal, professional and labor organizations;
 - e. Restaurants;
 - f. Retail establishments, provided they are conducted wholly within a building except for off-street loading and unloading and provided that product processing is not allowed on the premises;
 - g. Tailor shop; and
 - h. Any similar use which the HARC finds, based upon evidence at a public hearing, that would not impair the historical integrity of the H-2 Zone.
 - (2) *Conditionally permitted uses.*
 - a. Lodging houses.
 - b. Multi-family dwellings. Existing single-family and two-family dwellings more than fifty (50) years old shall not be subdivided into smaller dwellings units regardless of lot size.
 - (3) *Minimum yard requirements.*
 - a. Residential dwellings:
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
 - b. Non-residential structures: None.
 - (4) *Minimum area requirements.*

- a. Minimum lot area:
 1. Single-family dwellings: Four thousand (4,000) square feet.
 2. Two-family dwellings: Four thousand (4,000) square feet per unit.
 3. Multi-family dwellings: Three thousand (3,000) square feet per unit.
 4. Non-residential structures: None.
- b. Minimum lot width: Forty (40) feet.
- (5) *Maximum building height.* Thirty-five (35) feet or no higher than two (2) feet taller than the tallest principal building on either side of proposed new construction.
- (6) *Screening requirements.* Same as provided in section 126-83. For the purposes of screening between the H-2 Zone and adjoining zones, the H-2 Zone shall be treated as a residential zone.
- (7) *Parking requirements.* Same as provided in section 126-71, provided that parking areas will be placed behind the rear line of the principal structure upon any lot unless the HARC shall find, upon evidence at a public hearing, that the waiver of this provision shall only minimally affect the historical integrity of this zone.
- (8) *Waiver of lot requirements.* The requirements section 126-64(b) and (c) may be waived by the HARC, upon a finding based on evidence at a public hearing that such waiver will not impair the historical integrity of this zone.
- (c) *Standards for determining historical integrity.* The criteria to be applied in determining the existence of historical integrity as used in this section shall be:
 - (1) That the proposed action is in harmony with the wording and intent of this section.
 - (2) That the proposed action will be complementary to all conforming structures within the zone.
 - (3) That the proposed action is in conformity with at least a majority of the applicable guidelines for exterior features promulgated by the Secretary of the Interior of the United States in the publication "Standards of Rehabilitation" (January 1990 Revision: GPO 230 394), as amended from time to time, and as set forth in any subsequent edition of this publication.
 - (4) The proposed action is not addressed in the Standards of Rehabilitation.
 - (5) That those portions of the affected real estate which are ordinarily visible from any public roadway within the zone are characteristic in appearance to architectural styles, materials and color shown by the evidence to have been prevalent in Paducah prior to 1940 or at the date of original construction of the structure, whichever date is earlier.
 - (6) The proposed new construction complies with the HARC Advisory Design Guidelines and a majority of the Secretary Standards of Rehabilitation.
- (d) *Historical and Architectural Review Commission (HARC) established.* There is hereby established a special Board of Adjustment pursuant to KRS 100.217 and 82.026, which shall be known as the Historical and Architectural Review Commission (HARC), which

shall have sole and exclusive jurisdiction as a Board of Adjustment over the historical zones, landmarks and landmark sites within the City.

(e) *Membership of HARC.*

- (1) The HARC shall consist of five (5) members, each to be appointed by the Mayor and approved by the City Commission.
- (2) The term of office of the members shall be three (3) years, except the terms of two (2) members of the original Commission shall expire within one (1) year. An appointment to fill a casual vacancy shall be for the unexpired portion of the term only.
- (3) Vacancies shall be filled within sixty (60) days.
- (4) The HARC shall be a highly specialized administrative body. Where practicable, its membership shall include at least two preservation-related professional members from the fields of architecture, history, archeology, architectural history, planning or related fields; and all members shall have an interest in historic preservation and a background of historical study.
- (5) When one (1) or two (2) professional members are not available for appointment, the Mayor may appoint other persons interested in historic preservation to serve.
- (6) When the HARC reviews an issue that is normally evaluated by a professional member and that field is not represented by HARC, the HARC shall seek expert advice before rendering its decision.
- (7) Each member shall complete education credits in compliance with KRS 147A.027. All training must pertain to the work of HARC.
- (8) No member of the HARC shall vote on any matter that may affect the property, income or business interests of that member.
- (9) All voting members of the Commission shall receive compensation. The Chairperson shall receive one-hundred dollars (\$100.00) per meeting. All other voting members shall receive seventy-five dollars (\$75.00) per meeting. For the purpose of this section, the Historical and Architectural Review Commission will be exempt from occupational taxes. Any member of the Commission may voluntarily decline all or part of such compensation or reimbursement, for any reason, by providing written notice to the appropriate official. Such waiver may be prospective or retroactive, may be for a specified period or indefinite and may be revoked at any time by written notice. A waiver under this section shall not affect the member's status, rights or duties on the Commission.

(f) *Powers and duties of HARC.*

(1) *General powers and duties.*

- a. The HARC shall have all powers and duties applicable to a Board of Adjustment as provided in this section and by State law, limited, however, to the landmarks, landmark sites and the boundaries of the historical zones within the City.

- b. The HARC is authorized and empowered to act as a fact-finding body and to thereby implement the provisions of this section which require factual determinations.
- c. The HARC is authorized and empowered to grant waivers or variances from the provisions of this section in those instances where such waivers or variances are specifically authorized by the provisions hereof.
- d. The HARC is authorized and empowered to grant Certificates of Appropriateness.
- e. The HARC is authorized to coordinate and advise with other Federal, State and local administrative boards and private foundations within its area of interest and to make such studies as it may deem appropriate; provided, however, that in this capacity the subpoena power reposing in it shall not be utilized.
- f. The HARC shall keep such minutes and records as are required of a Board of Adjustment, and it shall make available for public inspection its written minutes and a written annual report of its activities, cases, decisions, special projects and qualifications of the members. The minutes shall include the reasons for the decisions made by the HARC.
- g. The HARC shall adopt such rules and regulations as it may deem necessary to carry out its functions under the provisions of this section. Such rules and regulations shall include rules of procedure, which shall be made public.
- h. The HARC shall hold at least four (4) meetings per year, held at regular intervals, in a public place advertised in advance and open to the public. All meetings shall have an agenda that is available before the meeting. The decisions of the HARC shall be made in a public forum with applicants notified of the meeting and the decision.
- i. The HARC shall conduct a continuing survey of historic buildings and areas and shall prepare a plan for their preservation. The HARC shall conduct this work in accordance with the guidelines of the State Historic Preservation Office. The HARC shall use the preservation plan to assist the City in its overall planning efforts.
- j. The HARC shall make recommendations for the designation of local historic districts, landmarks and landmark sites.
- k. The HARC may adopt additional guidelines for the protection of historic districts, landmarks and landmark sites.
- l. The HARC shall participate in handling the National Register nominations which are delegated to the City under the Certified Local Government Program. In the development of the Certified Local Government Program, the City may ask the HARC to handle other responsibilities that may be delegated to the City under the National Historic Preservation Act.
- m. The HARC shall advise and assist property owners and other persons and groups concerned with historic preservation and shall undertake educational programs for the public on historic preservation.

- n. The HARC shall receive assistance in the performance of its responsibilities from a City staff member or a person designated by the City who shall have expertise in historic preservation or a closely related field. Other City staff members may be asked to assist the HARC by providing technical advice or helping in the administration of this section.
- (2) *Designation of historic districts, landmarks and landmark sites.*
- a. Consideration of the designation of a historic district or a landmark and landmark site may be originated by the HARC, or by the filing of an application for designation by a property owner, any resident of the City or any organization in the City. An application shall be filed with the HARC in such form and accompanied by such information as required by this section and the rules of the HARC. A person or organization proposing a designation shall give the HARC the names and addresses of the owners of the affected property and the owners of all adjoining property and property across the street as listed on the tax rolls of the City. The HARC shall promptly notify these owners by certified mail that the property is under consideration for designation and that a public hearing is being held on the proposed designation by the HARC. Written notice shall be considered sufficient when it is mailed to the person at the address listed on the tax rolls of the City.
 - b. The HARC shall hold a public hearing on the proposed designation. The HARC shall give notice of the time, place and reason for holding a public hearing thereon by one (1) publication in a newspaper of general circulation in the City not earlier than twenty-one (21) days or later than seven (7) days before the public hearing.
 - c. A historic district or landmark shall qualify for designation when it meets one (1) or more of the following criteria, which shall be discussed in a report by the HARC to the Planning Commission. The purpose of the designation of a landmark is to encourage the preservation, rehabilitation and use of these buildings. Each designation of a landmark shall include the designation of a landmark site, which shall consist of the land on which the landmark and related buildings and structures are located and the land that provides the grounds or the setting for the landmark. A historic district or landmark shall be designated because of:
 - 1. Its value as a reminder of the cultural or archeological heritage of the City, State or Nation;
 - 2. Its location as a site of a significant local, State or national event;
 - 3. Its identification with a person or persons who significantly contributed to the development of the City, State or Nation;
 - 4. Its identification as the work of a master builder, designer or architect whose individual work has influenced the development of the City, State or Nation;
 - 5. Its value as a building that is recognized for the quality of its architecture and that retains sufficient elements showing its architectural significance;

6. Its character as a geographically definable area possessing a significant concentration of sites, buildings, objects or structures united by architectural styles or a plan of physical development; or
 7. Its character as an established and geographically definable neighborhood, united by culture or past events.
- d. The public hearing of the HARC shall be held within sixty (60) days after the designation was proposed. The HARC shall then vote on whether the proposed designation should be recommended for approval or should be disapproved. After voting to recommend that an application for the establishment of an historic district or a landmark be approved, the HARC shall forward its recommendation with its reasons, in writing, to the Planning Commission.
 - e. The Planning Commission and the City Commission shall follow the procedures for the amendment of this section when they vote to approve or disapprove the designation of an historic district or a landmark. The comprehensive plan and the zoning map shall be amended before a designation of an historic district or a landmark shall be approved and shall take effect. The Planning Commission and the City Commission shall act on a proposed designation within one hundred twenty (120) days after the HARC makes its recommendation. The City Commission shall not approve the recommendation to designate a landmark site without the approval of the landowner upon which the landmark is located.
 - f. The HARC shall notify each owner of the decision relating to the property and shall arrange that the designation of a property as a landmark or as a part of an historic district be recorded in the land records of the County. The HARC shall also give notice of the decision to the government offices in the City and County, which shall retain them for future use.
 - g. The amendment or rescission of any designation shall be accomplished through the same steps as were followed in the original designation.
- (3) *Nominations to the National Register of Historic Places.*
- a. To participate in the Certified Local Government Program established by the National Historic Preservation Amendments Act of 1980, the City shall initiate all local nominations to the National Register of Historic Places and shall request the Mayor and the HARC to submit recommendations on each proposed nomination to the National Register. The Mayor and the HARC shall obtain comments from the public that shall be included in their National Register recommendations. Within sixty (60) days of the receipt of a nomination from a private individual or the initiation of a nomination by the City, the City shall inform the State historic preservation office and the owner of the property of the two (2) recommendations regarding the eligibility of the property. If the Mayor and the HARC do not agree, both opinions shall be forwarded in the City's report. If both the Mayor and the HARC recommend that a property not be nominated, the State historic preservation office shall inform the property owner and the State Review Board, and the property will not be nominated unless an appeal is filed with the State Historic Preservation Officer.

- b. If either or both the Mayor and the HARC recommend that a property should be nominated, the nomination will receive a preliminary review by the Kentucky Historic Preservation Review Board. The Review Board shall make a recommendation to the State Historic Preservation Officer, who decides whether to forward the nomination to the U.S. Secretary of the Interior, who shall make the decision on listing the property on the National Register. The Mayor, the HARC or the property owner may appeal the final decision by the State Historic Preservation Officer.
- (g) *Certificate of Appropriateness required for changes in exterior appearance.*
 - (1) *Generally.* No person shall, without first applying for and obtaining a special conditional use permit, to be known as a Certificate of Appropriateness, cause or permit any of the following changes in exterior appearances of real estate in which such person has a legal or equitable interest lying within an historical zone or on a landmark site:
 - a. Additive changes:
 - 1. Moving any principal or accessory building onto or within any lot in the zone or on the landmark site.
 - 2. Material change of the exterior appearance of any existing building by additional reconstruction, alteration or maintenance, including change in color, form or texture of materials.
 - 3. Construction of any new principal or accessory building, patio, courtyard, parking lot, swimming pool, basketball court, tennis court or other real estate appurtenance.
 - b. Change by removal:
 - 1. Demolition of any principal or accessory building.
 - 2. Moving any principal or accessory building from the historical zone or the landmark site.
 - c. The term "change in exterior appearance," as used in this subsection (g), shall apply to alterations or changes which are ordinarily visible from any public roadway within an historical zone or adjacent to a landmark site, excluding alleys.
 - d. The determination of ordinarily visible from the roadway is made by the Zoning Administrator. Appeals of the Zoning Administrator's decision can be made to HARC in accordance with KRS 100.261.
- (h) *Application for Certificate of Appropriateness.*
 - (1) Before the commencement of any work for which a Certificate of Appropriateness is required, an application to the HARC shall be made by the owner and filed in the Department of Planning Community Development office.
 - (2) The application shall include, where applicable, a drawing of the proposed facade and full plans and specifications relating to appearance, color, texture (of materials) and architectural design of all portions of the proposed work which, upon completion, will

be ordinarily visible from any public roadway within the zone or adjacent to the landmark site.

(i) *Public hearing on Certificate of Appropriateness.*

- (1) *Action by HARC.* The HARC shall hold a public hearing on each application for a Certificate of Appropriateness submitted to it, after notice is given in the same manner as for a hearing before the Board of Adjustment. The HARC may:
 - a. Approve the application;
 - b. Disapprove the application;
 - c. Disapprove the application as submitted but approve the same with such modifications as it may deem necessary to bring it into compliance with historical integrity; or
 - d. Defer the decision for a period of no longer than one (1) month and one (1) week.
- (2) *Time limit; findings of fact.*
 - a. The HARC shall make a decision on each application within ninety (90) days after a completed application is filed, provided that the HARC may vote to extend its time for decision by an additional ninety (90) days when the application involves the proposed demolition of a building.
 - b. The HARC shall make written findings of fact upon which its decision must rest.

(j) *Grounds for granting a Certificate of Appropriateness.*

- (1) *Additive changes.* Certificates of appropriateness pertaining to the moving of buildings into or within an historical zone or a landmark site, materially changing appearance, new construction or changing walls or fences shall be granted upon application therefor if the HARC finds as fact either:
 - a. That the proposed addition or improvements will not ordinarily be visible from any public roadway within the zone or adjacent to the landmark site; or
 - b. That a majority of the standards for determining historical integrity have been met.
- (2) *Changes by removal.* Certificates of appropriateness pertaining to moving buildings from an historical zone or landmark site, demolition of buildings or cutting trees shall be granted upon application therefor if the HARC finds as fact either that:
 - a. The denial of the proposed action would deprive the landowner of the reasonable use of the landowner's land or a fair return of the landowner's investment therein; or
 - b. Those portions of the thing sought to be removed which are ordinarily visible from any public roadway within the zone or adjacent to the landmark site do not and cannot, with reasonable restoration efforts, meet the standards of determining historical integrity set forth in this section.
- (3) *Routine alterations.* The following list of routine alterations can be issued a Certificate of Appropriateness by the Chairman of HARC without the necessity of a public

hearing. The Zoning Administrator will make the determination if the alteration is routine and requires a public hearing. If the proposed change is not listed in this subsection, then the formal application process with a public hearing is required. If the Chairman of HARC elects not to sign the Certificate of Appropriateness for the routine alteration, then the application shall be forwarded to the Commission and go through the formal application process with a public hearing.

a. Additive changes.

1. New roof of the same style and material.
2. Structures other than buildings, signs or fences.

b. Changes by removal.

1. Removing a non-historic feature from a structure which makes the structure more characteristic of the time period in which it was built. Examples include but are not limited to siding, storm windows, or other non-original features. Replacement of these items requires a formal application with a public hearing.
2. Removal of non-historic fences.
3. Cutting or removal of trees that are more than one (1) foot in diameter measured at a height of one (1) foot; provided, however, that nothing contained in this section shall be construed to hinder or delay the removal of trees which create a danger or a hazard to life or property.

c. Repainting. In instances where repainting already painted surfaces, any change in color shall require a Certificate of Appropriateness. Requests to paint an unpainted surface requires the formal application process with a public hearing.

(k) *Maintenance and safety standards.*

- (1) *Ordinary maintenance and repair permitted.* Nothing in this section shall be construed to prevent the ordinary maintenance or repair of any exterior of any building or structure within an historic zone or on a landmark site. The term "ordinary maintenance or repair," as used in this subsection, shall be deemed to mean any work for which a building permit is not required by law, where the purpose and effect of such work is to correct any deterioration or decay of or damage to a structure or any part thereof and to restore the items using the exact same style and material to its condition prior to the occurrence of such deterioration, decay or damage.

(2) *Maintenance required; correction of defects.*

- a. All buildings within an historic zone or on a landmark site shall be maintained to meet the requirements of the building code of the City.
- b. The HARC shall request a meeting with a property owner when the owner's building in a historic district or the owner's landmark is in poor repair, and the HARC shall discuss with the owner ways to improve the condition of the property. After this step, the HARC may request the Chief Building Official to take action to require correction of defects in any building designated under this

section so that the building shall be preserved in accordance with the purposes of this section.

- (3) *Enforcement of safety standards.* Nothing in this section shall be construed to prevent the Chief Building Official from enforcing all State statutes and provisions of this Code and any other ordinances of the City pertaining to the public safety.
- (l) *Appeals.* Any person aggrieved by any action of the HARC may appeal the decision thereof to the Circuit Court in the manner prescribed for appeals from actions of Boards of Adjustment.

Sec. 126-120. Neighborhood Services Zone, NSZ.

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

- (1) *Principal permitted uses.*
 - a. Single-family dwellings.
 - 1. Minimum lot area: Eight thousand (8,000) square feet.
 - 2. Minimum lot width: Fifty (50) feet.
 - b. Two-family dwellings.
 - 1. Minimum lot area: Four thousand (4,000) square feet per unit.
 - 2. Minimum lot width: Fifty (50) feet (per structure).
 - c. Park, playground or community center owned and operated by a governmental agency.
 - d. Special event short-term rentals.
- (2) *Conditionally permitted uses.* The following shall require written approval from the Historical and Architectural Review Commission:
 - a. Multi-family dwellings.
 - 1. Minimum lot area: Three thousand (3,000) square feet per unit.
 - 2. Minimum lot width: Sixty (60) feet.
 - b. Home occupations.
 - c. Professional offices.
 - d. Daycares.
 - e. Beauty shops and barbershops.
 - f. Places of worship.
 - g. Short-term rentals.
 - h. The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:

1. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 2. Personal and convenience service establishments;
 3. Restaurant (excluding drive-thru);
 4. Any other use not listed which, in the HARC's opinion, would be compatible with the above uses.
- (3) *Minimum yard requirements.*
- a. Front yard: Twenty-five (25) feet.
 - b. Side yard: Six (6) feet.
 - c. Rear yard: Twenty-five (25) feet.
- (4) *Minimum area requirements for non-residential structures:*
- a. Minimum lot area: Eight thousand (8,000) square feet.
 - b. Minimum lot width: Fifty (50) feet.
- (5) *Maximum building height.* Thirty-six (36) feet, however, additional feet may be allowed with design approval from the HARC based on the scale of adjacent structures.
- (6) *Additional regulations:*
- a. Off-street loading areas may not face any public right-of-way.
 - b. No loading or unloading shall be allowed between 9:00 p.m. and 7:00 a.m.
 - c. The Historical and Architectural Review Commission (HARC) shall have sole jurisdiction as a special board of adjustment over the NSZ pursuant to KRS 82.026 and 100.217.
- (7) *Plan approval required for new construction and for changes in exterior appearance.* In order to maintain the existing character of the neighborhood; plans for architectural design, site layout or changes in style of architectural elements must be approved by the Historical and Architectural Review Commission (HARC). The HARC may require changes to the plan as deemed necessary or desirable to ensure proper design standards, to minimize traffic difficulties, to safeguard adjacent properties and to preserve the intent of the NSZ.
- a. Certificate of Zoning Compliance required.
 1. No person shall, without first applying for and obtaining a special conditional use permit, to be known as a Certificate of Zoning Compliance, make any changes in exterior appearance to any exterior portion of any structures in the NSZ. A Certificate of Zoning Compliance must be issued by the Planning Department of Community Development before a building permit can be obtained.

2. Infill/new construction and additions to existing structures. All new construction and additions to existing structures must first be issued a Certificate of Zoning Compliance before any construction begins.
3. Existing structures.
 - i. Changes to the design or style of any exterior feature on an existing structure requires a Certificate of Zoning Compliance.
 - ii. Administrative approvals. In the following instances, Certificates of Zoning Compliance can be issued by the Zoning Administrator.
 - A. In instances where the design or style of any exterior feature is replicated and replaced with a new material, the Zoning Administrator has the authority to administratively approve the application for a Certificate of Zoning Compliance. The proposed materials must comply with the approved building materials list found in the design guidelines.
 - B. New accessory structures that use the same building materials and an appropriately sized and style of windows and doors that complement the existing primary structure can be administratively approved. Features considered include structure orientation, openings, roof pitch, siding and color scheme.
 - C. Cutting or removal of trees that are more than one (1) foot in diameter measured at one (1) foot off of the ground require a Certificate of Zoning Compliance. Removal of trees can be approved administratively.
 - D. Changing the color of a surface that has already been painted can be approved administratively.
 - E. Fences that are determined to comply with the advisory design guidelines can be approved administratively.
 - F. Any proposed demolition of a principal structure requires a Certificate of Zoning Compliance prior to obtaining a demolition permit. Demolitions outside of the Demolition Control Zone can be approved administratively.
- b. Applications for a Certificate of Zoning Compliance.
 1. Applications for a Certificate of Zoning Compliance are submitted to the **Planning** Department of Community Development.
 2. A public hearing is required on all applications except for administrative approvals as outlined in this section.
 3. Grounds for granting a Certificate of Zoning Compliance. The HARC must make written findings of fact as follows:

- i. The proposed exterior changes comply with the intent of the Neighborhood Services Zone.
- ii. The proposed exterior changes are in harmony with the adopted design guidelines.
- iii. The HARC shall adopt design guidelines for the NSZ to act as a guide for board decisions on plan approvals and changes to the exterior appearance of existing structures. The document shall be made available to the public to aid in the design approval process.
- iv. Maintenance and safety standards.
 - A. All buildings within this zone shall be maintained to meet the requirements of the building code and property maintenance codes of the City.
 - B. Nothing in this section shall be construed to prevent the City Building Officials from enforcing all State statutes and provisions of this code and any other ordinances of the City pertaining to the public safety.
- v. Appeals. Any person aggrieved by any action of the Zoning Administrator may appeal their decision to the HARC pursuant to KRS 100.257. Any person aggrieved by any action of the HARC may appeal the decision to the Circuit Court in the manner prescribed for appeals from actions of boards of adjustment.

Sec. 126-173. Board of Adjustment.

- (a) A Board of Adjustment (hereinafter known as "the Board") shall be appointed and organized in conformance with the KRS 100.217.
- (b) The Board shall have the following powers and duties:
 - (1) *Bylaws.* To adopt bylaws for its own government.
 - (2) *Administrative review.* To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination or refusal made by the enforcement officer or other administrative official in the carrying out of this article, and for interpretation of the zoning map.
 - (3) *Conditional uses.* To hear and decide applications for conditional use permits that allow uses which are specifically named in the zoning provisions, and which may be suitable only in specific locations in the zone if certain conditions are met.
 - (4) *Variance.* To hear and decide on applications for dimensional variance where, by reason of the exceptional narrowness, shallowness or unusual shape of the site, or by reason of exceptional topographic conditions, or some other extraordinary situation or condition of that site, the literal enforcement of the dimensional requirements (height or width of building, or size of yards, but not population density) of the zoning provisions would deprive the applicant of reasonable capacity to make use of the land

in a manner equivalent to the use permitted other landowners in the same zone. The Board may impose any reasonable conditions or restrictions it decides to grant.

- (5) *Findings for granting of variance.* Before any variance is granted, the Board must find that the granting of the variance will not adversely affect the public health, safety or welfare, will not alter the essential character of the general vicinity, will not cause a hazard or a nuisance to the public and will not allow an unreasonable circumvention of the requirements of the zoning regulations. In making these findings, the Board shall consider whether:
 - a. The requested variance arises from special circumstances which do not generally apply to land in the general vicinity or in the same zone;
 - b. The strict application of the provisions of the regulation would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant; and
 - c. The circumstances are the result of actions of the applicant taken subsequent to the adoption of the zoning regulation from which relief is sought.
- (6) *Nonconforming use change.* To permit a change from one (1) nonconforming use to another, providing the new nonconforming use is in the same or a more restrictive zoning classification in accordance with section 126-63.
- (7) *Limits of authority.* The Board of Adjustment shall not possess the power to grant a variance to permit a use of any land, building or structure which is not permitted by the zoning provisions for the zone in question; or to alter density requirements in the zone in question. The Board does not possess the authority to permit a use not authorized by this article.
- (8) *Application of variance.* A dimensional variance applies to the property for which it is granted, and not to the applicant. A variance also runs with the land, and is transferable to any future owner of the land, but it cannot be transferred by the applicant to a different site.
- (9) *Additional authority.* In granting a variance, the Board may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable in the furtherance of the purposes of this article.
- (10) *Conditions for granting variance.* Before any variance is granted, the Board must find present conditions which must be sustained by evidence presented by the applicant that the property will not yield a reasonable return if used in compliance with this article, that the conditions causing the hardship are unique and are not shared by the neighboring property in the same zone, and that the granting of the variance will not be in conflict with this article. These conditions must be alleged by the applicant and evidence must be produced by the applicant to substantiate these allegations.
- (11) *Report.* A written report on each variance that is granted or denied by the Board shall be submitted to the City Commission with a copy retained in the files of the [Planning Department of Community Development](#) Office.

Sec. 126-176. Planning Commission.

- (a) *Intent.* The intent of this section is to provide guidance for the Zoning Code amendment processes, including text and map amendments. It shall also be the intent of this section to guide the use of development plans, which may be used for a variety of planning and zoning processes, including map amendments. The Planning Commission in obligation to promote the public health, safety and general well-being shall consider; but not be limited to, the following in deliberative considerations:
- (1) The conservation of natural resources, which may include various wildlife forms, vegetation, steep slopes, surface water, ground water, floodplain, soils, geologically sensitive areas, air quality, noise, view sheds, sufficient sunlight exposure, etc.;
 - (2) The conservation of sites that have historic or architectural value;
 - (3) The provision for safe, efficient vehicular and pedestrian transportation, off-street parking and loading within the development and neighborhood;
 - (4) The provision for sufficient open space and recreational opportunities;
 - (5) The compatibility of the overall site design (buildings, parking, circulation, signs, screening and landscaping) and land use with the existing and projected future land use of the area;
 - (6) The provision for adequate drainage facilities to prevent runoff problems during times of peak precipitation and flooding to the site and the surrounding neighborhood;
 - (7) The provision that infrastructure needs shall, as they relate to essential services and infrastructure systems, be adequately addressed;
 - (8) Compliance with the Comprehensive Plan, all applicable regulations as per City ordinances, City policies and other applicable laws.
- (b) *Public notice.*
- (1) For petitions that require a public hearing notice shall be mailed at least seven (7) or fourteen (14) days, depending on the type of hearing by first class mail to all property owners surrounding the subject property to a depth of two (2) ownerships or within a radius of two hundred (200) feet of the subject property, whichever is greater.
 - (2) In accordance with KRS 424, notice shall be published in the Paducah Sun newspaper at least seven (7) or fourteen (14) days prior to the hearing, depending on the type of hearing.
 - (3) In accordance with KRS Chapters 424 and 100, on-site notice shall be posted at least fourteen (14) days before the hearing of any zone change (rezoning).
- (c) *Formal petition required.* To formally request the Commission to consider any action, the petitioner shall file a complete petition (with respect to all applicable provisions of this chapter and other City ordinances, regulations and policies), pay the filing fee, and provide copies of all written and graphic material as required. The date for the public hearing will be set upon receipt of a complete application.
- (d) *Refiling.* Within a period of twelve (12) months from the date of a negative decision, no tract of land or any portion thereof, shall be considered for a zone change identical to the

same proposal, except requests initiated by the Planning Commission or Board of Commissioners, or the Planning Commission grants unanimous permission to resubmit sooner.

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

- (1) A petition for a map amendment (also referred to as a zone change or rezoning) may originate with the Planning Commission, with the Board of Commissioners or with the owner of the property in question. Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.
- (2) The Planning Commission shall hold at least one (1) public hearing after proper notice is given in accordance with KRS Chapters 424 and 100 and this code.
- (3) The decision of the Planning Commission shall become final and the map amendment shall be automatically implemented, subject to the provisions of KRS 100.347, unless a written request for a hearing before the Board of Commissioners is made within twenty-one (21) days after the final decision by the Planning Commission, pursuant to KRS 100.2111. Any aggrieved person, Board of Commissioners or the Zoning Administrator may file the request.
- (4) If a timely request for a hearing before the Board of Commissioners is filed, the findings of fact and decision of the Planning Commission shall be forwarded to the Board of Commissioners prior to their hearing. All persons appearing before the Planning Commission shall be informed of the request. It shall take a majority of the entire Board of Commissioners to override the decision of the Planning Commission.

(f) *Zone change (rezoning)—Findings required.* In accordance with KRS 100.213, to approve any zone change, the Planning Commission must find that the map amendment agrees with the Comprehensive Plan or, in the absence of such a finding, that:

- (1) The original zoning classification given to the property was inappropriate or improper;
- (2) There have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the Comprehensive Plan and which have substantially altered the basic character of the area.

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

(g) *Variances and conditional use permits.* The Planning Commission may hear and decide petitions for variances or conditional use permits pertaining to the same property when filed and scheduled to be heard with a proposed development plan or map amendment petition. The Planning Commission shall assume all powers and duties otherwise exercised by the Board of Adjustment pursuant to KRS Ch. 100. The petitioner for the map amendment may elect to have any variances or conditional use permits for the same development to be heard and decided by the Planning Commission at the same public hearing, or by the Board of Adjustment as otherwise provided for by KRS Ch. 100.

(h) *Development plan requirements.*

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

- a. The Planning Commission, as a condition to the granting of any zoning change, may require the submission of a development plan which, where agreed upon, shall be followed; except for a single-family dwelling, a two-family dwelling, a triplex dwelling or a four-plex dwelling. As a further condition to the granting of a zoning change, the Planning Commission shall require that substantial construction be initiated within two (2) years following the enactment of the map amendment, provided that such zoning change shall not revert to its original designation unless there has been a public hearing. The development plan shall be a continuing condition for the area rezoned unless amended as required herein;
 - b. When there is a proposal for multiple principal buildings on a single parcel or lot;
 - c. A major subdivision plat may substitute for a development plan.
 - d. For Planned Unit Developments per section 126-70.
 - e. For site developments per sections 126-114 and 126-118.
- (2) *Plans defined.* For purposes of this subsection and the plans required herein, the following definitions shall apply:
- a. *Preliminary development plan.* This plan shall be adopted by the Planning Commission when a favorable recommendation is made to the Board of Commissioners for specific zone changes and when favorable approvals are given for multiple principal structures, developments in Planned Unit Developments and developments in the A-1 and MU Zones. No building permits shall be issued based upon a preliminary development plan.
 - b. *Final development plan.* This plan is a final site plan with that level of detail as may be required for obtaining permits and approvals necessary for construction. It shall include all information required as necessary for the review of the proposed development and its compliance with any applicable law or regulation, including any previously approved preliminary development plan.
- (3) *Content and format of development plans.* Plans shall be legible and of a size and scale (generally not exceeding one (1) inch equals one hundred (100) feet) which enables clear presentation of required information. Required plan information shall be as follows:
- a. *Contents of preliminary development plan.*
 - 1. A title block containing the plan name, development plan type (preliminary or final), name and address of petitioner, developer and plan preparer;
 - 2. The boundary of the subject property, along with the zoning designation and owner names for all adjoining property;
 - 3. Vicinity sketch, oriented in the same direction as the design scheme;
 - 4. Topography with contour intervals, grid elevations or spot elevations of sufficient detail to generally describe the lay of the land. This requirement may be waived by the City where topographic conditions and features are found not to be necessary to the required development plan reviews and actions;

5. Location, arrangement and approximate dimensions of existing and proposed driveways, walkways, parking areas, arrangement of parking spaces, dumpster pads, points of ingress and egress, and other vehicular and pedestrian rights-of-way;
6. Location and typical profiles and cross-sections of any proposed or existing streets or deceleration lanes (when deemed necessary) within or abutting the subject property. This requirement may be waived subject to approval by the City Engineer;
7. Screening, landscaping, buffering, recreational and other open spaces;
8. Approximate size, location, height, floor area, area arrangement and use of proposed buildings, existing buildings and signs;
9. Approximate location of lot lines for projects anticipated to involve land subdivision;
10. Storm drainage areas, floodplain, conceptual drainage controls, storm water retention and any other designated environmentally sensitive or geologic hazard areas;
11. Proposed and existing easements for utilities or other purposes; locations of sanitary sewers including lengths and alignments of laterals;
12. Areas of substantial existing trees including those located along fence rows and drainage areas, along with a general description of the type and size of such trees;
13. A statistical table summarizing all pertinent site data, including site area, zoning, building coverage, floor area, parking, open spaces, etc.;
14. For projects of one (1) acre or more, a note stating that no grading, stripping, excavation, filling or other disturbance of the natural ground cover shall take place unless and until the Department of Engineering has approved the petitioner's proposed soil erosion control procedures and, if required, a soil erosion control plan;
15. A signed owner's certification, as follows: "I (We) hereby certify that I am (We are) the owner(s) of the property shown and described hereon and that I (We) hereby adopt the Development Plan with My (Our) free consent, with the exception of such variances or other conditions of approval, if any, as are noted hereon or in the minutes of the Paducah Planning Commission. I (We) furthermore understand that building permits can only be issued following this plan and that amendments to this plan can be made only by official Commission action";
16. A preliminary development plan certification shall be signed by the Chairman if and when the plan is fully approved, as follows: "I hereby certify that the Development Plan shown hereon has been found to comply with the Zoning Ordinance for the City of Paducah with the exception of such variances or other condition of approval, if any, as are noted hereon or

in the minutes of the Planning Commission and that it has been approved as the official plan."

17. A written or graphic scale.

- b. *Contents of final development plan.* A final development plan shall contain all information as required for preliminary development plans under the sections above, except the plan information shall be of an exact nature, rather than approximate or general.
- (i) *Development plan procedures.*
- (1) *Pre-application conference.*
- a. Prior to any acceptance of a formal petition for a preliminary development plan, the petitioner may meet informally with appropriate City staff to determine the following:
 - 1. The effect of the proposed development on the existing neighborhood, traffic patterns and infrastructure systems;
 - 2. How the proposed development relates to the Comprehensive Plan;
 - 3. The various regulations that may apply to the proposed development;
 - 4. An explanation of the required contents of the preliminary development plan and any other required submission of materials; and
 - 5. An explanation of the preliminary development plan approval process.
 - b. At the time of the meeting with the appropriate City staff, the petitioner should present a conceptual plan.
- (2) *Plans defined.* For purposes of this subsection the plans required herein, the following definitions shall apply:
- a. *Preliminary development plan.* This plan shall be adopted by the Planning Commission when a favorable recommendation is made to the Board of Commissioners for specific zone changes and when favorable approvals are given for multiple principal structures, developments in Planned Unit Developments and developments in the A-1 and MU Zones. No building permits shall be issued based upon a preliminary development plan.
 - b. *Final development plan.* This plan is a final site plan with that level of detail as may be required for obtaining permits and approvals necessary for construction. It shall include all information required as necessary for the review of the proposed development and its compliance with any applicable law or regulation, including any previously approved preliminary development plan.
- (3) *Review.* **Planning Department of Community Development** staff shall send the preliminary development plan to concerned agencies and interests for their respective technical review. If necessary, or requested by the petitioner, the interested parties and technical review bodies may meet together to resolve, if possible, issues and difficulties associated with the development proposal. These meetings are subject to KRS ch. 424.

- (4) *Planning Commission action.* No preliminary development plan will be considered for Commission action until the appropriate review agencies and public interests have reviewed the plan.
- (5) The Commission may pursue the following actions:
- a. *Approval.* The preliminary development plan is ready for certification as presented.
 - b. *Conditional approval.* The preliminary development plan will be certified when the petitioner has complied with the conditions of approval set forth by the Commission.
 - c. *Disapproval.* The preliminary development plan has been disapproved by the Commission. To request new review and action, the petitioner must file a new petition and development plan.
 - d. *Continuance.* In circumstances where further resolution is required, the Commission may continue final action until further information is ascertained or the resolution of conflicts occurs.
- (6) *Final development plans procedures.*
- a. Only after the Planning Commission has approved the preliminary development plan, then the petitioner must present a final development plan as set forth in subsection (h)(2)(b) prior to the issuance of any building permits. The final development plan must be reviewed to ensure that:
 1. The plan complies with the preliminary development plan.
 2. The plan complies with the Comprehensive Plan, the Zoning Code, City ordinances, regulations, policies and all other applicable laws.
 3. Where appropriate, the review agencies may assess the document and forward their comments to the **Planning** Department of Community Development prior to final development plan approval.
 4. When all final plans are submitted the petitioner shall also make a digital submission that complies with the regulations of section 102-39(d) of the Code of Ordinances.
 - b. If the final development plan complies with this subsection, the Planning Commission Chair will certify on the face of the plan that all requirements and applicable conditions have been satisfied.
- (j) *Amendments to development plans.* Amendments to approved development plans can be made only by official Planning Commission action following a public hearing. Content, format and procedures shall be the same as for the original submission. However, amendments which fully meet the requirements set forth hereinafter as minor amendments shall be approved and certified by the Zoning Administrator without further action by the Planning Commission.

- (1) *Minor amendments defined.* Minor amendments are intended to expedite approval in those situations where amendments are of minor significance and generally relate to the shifting of previously approved spaces. Such amendments:
 - a. Shall not decrease the overall land area or open spaces;
 - b. Shall not increase building ground area coverage, floor area, height or increase the number of dwelling units;
 - c. May increase building ground area coverage for accessory buildings; or principal buildings if additions are less than ten (10) percent and additional parking can be provided without disruption to major plan elements;
 - d. Shall not change the location or cross section of any street and shall not increase the number or change the location of street access points on arterial or collector streets;
 - e. May include a reduction in parking spaces only when an associated reduction in floor area or number of dwelling units would permit a lesser number of minimum required off-street parking spaces than required for the original development plan. To qualify as a minor amendment this reduction may not be less than would be required by the zoning regulations.
- (2) *Procedures for minor amendments.*
 - a. *Review.* The City shall review the plan for compliance with all applicable requirements and ordinances. Concerned agencies as appropriate shall be consulted to assure proper plan review. Upon determination that all requirements have been met, **planning Department of Community Development** staff shall submit their findings to the Planning Commission Chair for certification. If any question arises as to compliance, the plan shall be referred to the Planning Commission.
 - b. *Certification.* Upon certification of approval by the Planning Commission Chair, , **planning Department of Community Development** staff shall have copies of the plan prepared and distributed to other public agencies at the expense of the petitioner and return the original plan to the petitioner.
- (3) *Content and format of minor amendments.* Minor amendments shall have the same content and format requirements as the original development plan, except that:
 - a. The title shall indicate the plan as a minor amendment;
 - b. A note shall be added listing the exact nature of the requested changes;
 - c. The following shall be the required language for the Planning Commission Chair's certification affixed to the plans: "I do hereby certify that this development plan amendment complies with Zoning Ordinance provisions regarding amendments to development plans";
 - d. Owners of interest shall complete a certification to be signed and witnessed as follows: "I (We) do hereby certify that I am (we are) the only owner(s) of the property shown hereon and do adopt this as my (our) development plan for the property."

- (k) *Relationship to subdivision regulations.* The relationship between development plans and the subdivision regulations are established as follows:
- (1) *Applicability of subdivision regulations.* Although development plans are not subdivision plats, quite often the development plan does indicate a need or intent to subdivide property. For any such development plan, the design and improvement standards contained within the subdivision regulations shall be applied to proposals contained on the development plan.
 - (2) *Combining plans.* Development plans and preliminary subdivision plats may be combined. It is recognized that for certain development situations it can be advantageous to both the petitioner and the Planning Commission to combine requirements for development plans and preliminary subdivision plats in order to streamline development approval while not reducing the quality of the review. The following provisions shall be applicable to any such combined plan:
 - a. The petitioner shall meet with , planning Department of Community Development staff no later than five (5) business days in advance of the filing deadline to discuss the appropriateness of filing a combined plat.
 - b. The plan shall show all information required for a development plan and a preliminary subdivision plat as set forth in the subdivision regulations.
 - (3) *Substitution of plans.* A preliminary or final subdivision plat may be substituted for development plans required in conjunction with map amendment requests. It is recognized in certain cases a preliminary or final subdivision plat would be as appropriate, or more appropriate, to be considered in conjunction with a map amendment request than would a development plan. Generally, such situations involve developments where placement of structures will be tightly controlled by the streets, lot pattern, setbacks and where the petitioner has plans prepared at the required level of detail for subdivision plats prior to receiving a zone change approval. When a petitioner is required to provide a development plan in conjunction with a zoning map amendment request, the petitioner may file a subdivision plat in place of the development plan, if deemed appropriate by the City. In any disputed case, the City shall make the final judgment as to whether a development plan or subdivision plat is required.

SECTION 11. Severability. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence, or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence, and part thereof separately and independently of each other.

SECTION 12. 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 Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\ Department of Community Development Reorganization