



**CITY COMMISSION MEETING  
AGENDA FOR JULY 28, 2020  
5:30 PM  
VIDEO TELECONFERENCE MEETING**

*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 return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting.  
The Mayor will call on you to speak during the Public Comments section of the Agenda.*

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

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

	<b>I.</b>	<b><u>CONSENT AGENDA</u></b>	
	A.	Approve Minutes for July 14, 2020	
	B.	Receive & File Documents	
	C.	Personnel Actions	
	D.	Accept the COPS Hiring Program (CHP) Grant in the amount of \$375,000 - <b>B LAIRD</b>	
	<b>II.</b>	<b><u>DISCUSSION</u></b>	
	A.	Wellness Center Due Diligence Proposal Discussion - <b>R ABRAHAM</b>	
	<b>III.</b>	<b><u>MUNICIPAL ORDER(S)</u></b>	
	A.	Adopt Municipal Order as Amended for Lose Agreement Suspension and Further Due Diligence - <b>J ARNDT</b>	
	<b>IV.</b>	<b><u>ORDINANCE(S) - ADOPTION</u></b>	

		A. Rezoning of 5802 Commerce Drive - <b>T TRACY</b>
		B. Approve a Change Order to the Agreement with Jim Smith Contracting, LLC for the 2018-2019 Resurfacing Program to Include Contract Pricing for Pavement Markings - <b>R MURPHY</b>
		C. Approve the Transfer of Municipally Owned Properties Located throughout Paducah to the Joint Sewer Agency - <b>J HODGES</b>
	<b>V.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>
	A.	Approve Refinancing of the 2010B General Obligation Bond for Interest Savings - <b>J PERKINS</b>
	B.	Approve a Budget Amendment in an amount of \$141,000 for Paxton Park Grounds Equipment - <b>J ARNDT</b>
	C.	Adopt an Amendment to the Sign Regulations, Sec. 126-76 (m), to allow electronic signs in the MU and A-1 Districts - <b>T TRACY</b>
	D.	Adopt an Amendment to Sec. 126-176 of the Zoning Code to provide for an alternative rezoning approval process, renaming of the section, expanding notice requirements, and reordering and renumbering of the section - <b>T TRACY</b>
	E.	Approve a “City Block” Development Agreement between the City and Weyland Ventures Development, LLC, for development of a hotel, parking, open space, and mixed-use residential building located on the city block bounded by Second Street, Broadway, North Water Street, and Jefferson Street and transfer two associated tracts of property (\$141,000 and \$155,000) - <b>K AXT</b>
	F.	Approve the First Amendment and Extension to Right of First Refusal Agreement with Riverfront Hotel LP - <b>J ARNDT</b>
	<b>VI.</b>	<b><u>COMMENTS</u></b>
	A.	Comments from the City Manager
	B.	Comments from the Board of Commissioners
	C.	Comments from the Audience
	<b>VII.</b>	<b><u>EXECUTIVE SESSION</u></b>

July 14, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, July 14, 2020, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

**INVOCATION:**

Commissioner McElroy led the Invocation.

**PLEDGE OF ALLEGIANCE**

Commissioner Abraham led the pledge.

**PRESENTATIONS**

Public Information Officer, Pam Spencer, provided the following summaries for presentations:

**“McCracken County Sports Tourism Commission Update**

*Chairman Jim Dudley with the McCracken County Sports Tourism Commission provided an update on the activities underway with the Sports Commission. The Sports Commission has finalized an agreement with the Paducah-McCracken County Convention Center Corporation for use of the Expo Center for basketball and volleyball tournaments. The Sports Commission has purchased portable hardwood courts that will allow for four basketball games or eight volleyball games to occur at once. Dudley says there are events scheduled for late August. Furthermore, the Sports Commission plans to meet July 22 to discuss outdoor sporting facilities with topics of discussion to include location, facilities, and sporting types.*

**Building Assessment Presentation for City of Paducah Facilities**

*Principal/Mechanical Engineer Baccus Oliver with Marcum Engineering provided an overview of the 2020 Facilities Survey and Plan which assesses 14 City of Paducah buildings. These buildings are developing many age-related issues and needs. The 14 buildings have an average age of 50 and range in age from 27 years old (Paducah Recreation Center) to 85 years old (Police Station).*

*This project began late in 2019 with the assessment team touring each building and scoring various components and systems in each facility from 1 to 5 (excellent to poor). The team also developed a list of needs and a 10-year plan for each building ranging from immediate needs that are recommended to be completed in the next one to three years and long-range needs that could be completed in years four through 10. The survey provides an overall building score for each facility and scores for categories including exterior site, building exterior, building interior, plumbing and fire protection, HVAC, and electrical.*

*The average building score for all 14 buildings is 3.5 which is between average and below average. The facilities with the lowest scores are Fire Station No. 1, Fire Station No. 4, Parks & Recreation Building, Paducah Police Station, and the Robert Cherry Civic Center. The cost of all the assessed needs over the next 10 years totals \$12.6 million.*

*The 14 facilities reviewed in the study are the Allie Morgan Communication Center (which houses E-911 and Information Technology), City Hall, five fire stations, Paducah Recreation Center, Parks & Recreation Building, Police Station, Probation & Parole Office Building, Public Works Offices, Public Works Warehouse, and Robert Cherry Civic Center.”*

July 14, 2020

**SUSPEND RULES OF ORDER TO ALLOW PUBLIC COMMENTS BEFORE BUSINESS**

Mayor Harless offered motion, seconded by Commissioner McElroy, to suspend the Rules of Order to allow public comments before business.

Adopted on call of the roll, yeas, Commissioner Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

**PUBLIC COMMENTS**

- Matt Baker and Ron Ward offered comments on pausing the Aquatics Center
- Yvonne Gray – she appreciates the time it takes for the Commission to do their jobs. Also offered a comment on the need to assess the drainage system in the City.

**CONSENT AGENDA**

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

I(A)	Approve Minutes for the June 24, 2020 and July 7, 2020 Meetings of the Board of Commissioners of the City of Paducah
I(B)	Receive and File Documents:  <i>Minute File:</i>  <ol style="list-style-type: none"><li>1. Notice of Called Meeting for June 24, 2020 &amp; Notice of Cancellation June 23, 2020 of the Board of Commissioners of the City of Paducah, Kentucky</li><li>2. Notice of Called Meeting for July 7, 2020 of the Board of Commissioners of the City of Paducah, Kentucky</li></ol> <i>Contract File:</i>  <ol style="list-style-type: none"><li>1. Contract For Services – City of Paducah and HDR Engineering – Sprocket EDA Grant – Grant Writing Assistance - \$40,000 – (MO #2348)</li><li>2. Proposal – Change in Group Life Insurance – Anthem Life – (MO #2351)</li><li>3. Contract For Services – Change Order – Tyler Technologies – ERP Contract Amendment (MO #2352)</li><li>4. Contract For Services – City of Paducah and GPEDC, Inc. July 1, 2020 through June 30, 2021 - \$250,000 (MO #2353)</li><li>5. Addendum to Contract with Evrard – Paducah Health Park – Phase 2 – (ORD 2019-12-8603)</li></ol> <i>Financials File:</i>  <ol style="list-style-type: none"><li>1. Paducah Water Financial - May 2020</li></ol>

July 14, 2020

I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE WORKERS COMPENSATION TRUST <b>(MO #2354; BK 11)</b>
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A TRUST PARTICIPATION AGREEMENT FOR THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES GENERAL INSURANCE TRUST <b>(MO #2355; BK 11)</b>
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2020 MATCHING INSURANCE SERVICES SAFETY GRANT IN THE AMOUNT OF \$3,000 THROUGH THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR PERSONAL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME <b>(MO #2356; BK 11)</b>
I(G)	A MUNICIPAL ORDER ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2020-2021 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING FOR THE ANNUAL CITY/COUNTY CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT <b>(MO #2357; BK 11)</b>
I(H)	A MUNICIPAL ORDER ACCEPTING THE BID OF DATA RECORDS MANAGEMENT SERVICES, INC., IN AN AMOUNT OF \$33,529 FOR DIGITIZATION SERVICES FOR FELONY CASE FILES FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME <b>(MO #2358; BK 11)</b>
I(I)	A MUNICIPAL ORDER ACCEPTING A 2020 NATIONAL ENDOWMENT FOR THE ARTS ART WORKS GRANT IN THE AMOUNT OF \$10,000 FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CREATIVE ENTREPRENEURSHIP PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS RELATED TO THE GRANT <b>(MO #2359; BK 11)</b>
I(K)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 2011 GUTHRIE AVENUE FROM RONNIE ADAMS AND DEBORAH ADAMS TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE <b>(MO #2361; BK 11)</b>
I(L)	A MUNICIPAL ORDER ACCEPTING THE BID OF KENNY MACHINERY IN AN AMOUNT OF \$32,861.98 FOR THE PURCHASE OF A NEW GREENS MOWER AND ACCEPTING THE BID OF ERB TURF EQUIPMENT, INC., IN AN AMOUNT OF \$43,900 FOR THE PURCHASE OF A NEW ROUGH MOWER FOR USE BY PAXTON

July 14, 2020

	PARK GOLF COURSE AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS FOR SAME <b>(MO #2362; BK 11)</b>
I(M)	A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH TO APPLY FOR A STATE AND LOCAL GOVERNMENT FINANCIAL WELLNESS GRANT IN AN AMOUNT OF \$17,250 FOR FINANCIAL WELLNESS CLASSES FOR CITY EMPLOYEES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME <b>(MO #2363; BK 11)</b>
I(N)	A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE FOR THE TRANSFER OF PORTIONS OF EXISTING PARCELS OF PROPERTY LOCATED AT 5802 COMMERCE DRIVE AND 3924 MAXON ROAD, PADUCAH, KENTUCKY, BY THE CITY OF PADUCAH ACTING ON BEHALF OF THE COMMISSIONERS OF WATERWORKS DBA PADUCAH WATER <b>(MO #2364; BK 11)</b>
I(O)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO CALL THE SERIES 2011 GENERAL OBLIGATION BOND AND TO RETIRE THE DEBT SERVICE RELATED TO SAID BOND ISSUE IN THE AMOUNT OF \$1,274,827.64 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME <b>(MO #2365; BK 11)</b>

Mayor Harless offered motion, seconded by Commissioner Wilson, that the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Mayor Harless, Commissioners Abraham, McElroy, Watkins, and Wilson (5)

### **MUNICIPAL ORDERS**

#### **AUTHORIZE THE FINANCE DIRECTOR TO MAKE PAYMENT TO WESTERN SURETY COMPANY FOR THE PUMP STATION #2 PROJECT**

Commissioner Abraham offered motion, seconded by Commissioner McElroy that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO WESTERN SURETY COMPANY IN REGARDS TO THE PUMP STATION #2 REHABILITATION PROJECT IN LIEU OF PAYMENTS DIRECTLY TO HUFFMAN CONSTRUCTION, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME."

Adopted on call of the roll, yeas, Commissioner Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). **(MO #2366; BK 11)**

July 14, 2020

**MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE PAUSE OF THE LÖSE ASSOCIATES AGREEMENT UNTIL JANUARY 2021**

Commissioner McElroy offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021.”

There was no vote on this Municipal Order.

**AMEND MUNICIPAL ORDER TO PAUSE THE LOSE ASSOCIATES AGREEMENT UNTIL JANUARY 2021**

Commissioner McElroy offered motion, seconded by Commissioner Wilson, that the Board of Commissioners amend the Municipal Order entitled, “A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021,” to add language directing the City Manager to continue due diligence related to the project. Due diligence should include the following:

1. The creation of a conceptual build-out for perspective tenants.
2. The creation of community focus groups for the project with an emphasis on inclusion and programming.
3. Research on financial assistance and facility naming rights.
4. Research on facility costs with an emphasis on understanding the impact of COVID-19 on the project Pro Forma.

Expenditures related to the above referenced due diligence shall be done within the limits of the City’s Small Purchase Plan and within the City Manager’s procurement restrictions unless otherwise authorized by the Board of Commissioners.

Amended on call of the roll, yeas, Commissioner McElroy, Watkins, Wilson and Mayor Harless (4), Commissioner Abraham – nay (1). Motion to adopt the Municipal Order as amended will be presented at the July 28, 2020, meeting of the Board of Commissioners.

**ADOPT THE 2020 “OUR PADUCAH STRATEGIC PLAN”**

Commissioner Watkins offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AMENDING THE CITY’S STRATEGIC PLAN AND ADOPTING THE STRATEGIC PLAN ACTION STEPS FOR THE CITY OF PADUCAH.”

Adopted on call of the roll, yeas, Commissioner Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). (MO #2368; BK 11)

**ORDINANCE(S) – INTRODUCTION**

**REZONING OF 5802 COMMERCE DRIVE**

July 14, 2020

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE)" This Ordinance is summarized as follows: Rezone property located at 5802 Commerce Drive, from R-1 (Low Density Residential) Zone to M-1 (Light Industrial) Zone classification, and amending the Paducah Zoning Ordinance to effect such rezoning.

### **CHANGE ORDER JIM SMITH CONTRACTING, LLC – 2018-2019 RESURFACING PROGRAM**

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING COMPANY, LLC, IN ORDER TO EXTEND THE CONTRACT AND INCLUDE THE CONTRACT PRICING FOR PAVEMENT MARKINGS." This Ordinance authorizes the Mayor to execute Change Order No. 1 with Jim Smith Contracting Company, LLC, to extend the Contract to December 31, 2020 and include contract pricing for Pavement Markings for the City of Paducah's Resurfacing Program in accordance with the price list in the Change Order."

### **APPROVE THE TRANSFER OF MUNICIPALLY OWNED PROPERTIES LOCATED THROUGHOUT PADUCAH TO THE JOINT SEWER AGENCY**

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND APPROVING THE TRANSFER OF MUNICIPALLY OWNED REAL PROPERTIES LOCATED THROUGHOUT PADUCAH, MCCRACKEN COUNTY, KENTUCKY, TO THE PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY PURSUANT TO THE PROVISIONS OF CITY ORDINANCE NO. 98-8-5927 ESTABLISHING THE AGENCY WITHIN PADUCAH." In this Ordinance the City of Paducah authorizes the transfer of City owned real properties located at various locations throughout McCracken County, Kentucky, to Paducah-McCracken County Joint Sewer Agency pursuant to the provisions of the City's ordinance establishing the Agency. This Ordinance further authorizes the Mayor of Paducah, Kentucky, to execute and deliver a general warranty deed of conveyance of the real properties.

### **COMMENTS FROM CITY MANAGER**

- Congratulated Michelle Smolen on being named ICMA's Assistant City Manager of the Year. This is an international award, so it's a great honor for Michelle and the City. The City Commission joined him in his accolades.
- Thanked Dan and the WKCTC crew, Stephen Chino and Lindsay Parish, City Clerk, for all their work to allow us to do virtual meetings; the Customer Experience Department and Chris Yarber for their work in preparing City Hall for reopening, and all City employees for their continued hard work during the COVID crisis.
- Thanked Paxton Park for hosting the City's fireworks display to allow us to continue this tradition, even during COVID

### **COMMENTS FROM MAYOR AND COMMISSION**

July 14, 2020

- The Mayor thanked the City Manager for his guidance and leadership through COVID She also stressed that we should remember to “LOVE YOUR NEIGHBOR”
- Sandra Wilson expressed her thanks to all City employees. She is encouraged that Leadership Kentucky and members of the Vicksburg, Mississippi community both have expressed an interest in coming to Paducah, even amidst the COVID crisis
- Gerald Watkins expressed his thanks to all City employees and stated that the employees are the City’s most valuable asset
- Commissioner Abraham wished to thank all members of our law enforcement agencies in the community.
- Commissioner McElroy stated that the Small Business Grant was very successful, thanked the Parks Department for their efforts in getting the playgrounds open, and is excited about the upcoming installation of the instruments in the Music Playground in Noble Park.

### **EXECUTIVE SESSION**

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g).

Adopted on call of the roll yeas, Commissioner Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

### **RECONVENE IN OPEN SESSION**

Mayor Harless offered motion, seconded by Commissioner Abraham, that the Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioner Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

### **ADJOURN**

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor.

Meeting ended at approximately 8:30 p.m.

ADOPTED: July 28, 2020

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Brandi Harless, Mayor

July 14, 2020

ATTEST:

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Lindsay Parish, City Clerk

July 28, 2020

Minute File:

1. Petitions to Stop the Indoor Recreation and Aquatic Center

Deed File:

1. Deed of Conveyance – McCracken County, Kentucky and City of Paducah, Kentucky to Standard Insurances Company (KSR Legacy Investment Corp.) **ORD 2020-07-8642**

Contract File:

1. Amendment To and Assumption of Lease Agreement – McCracken County and City of Paducah and KSR Legacy Investment Corp. **ORD 2020-05-8637 – Exhibit “A”**
2. Memorandum of Lease and Memorandum of Assignment and Assumption – Genova Products, Inc. to KSR Legacy Investment Corp, et al – **ORD 2020-05-8637 – Exhibit “B”**
3. Assignment and Loan Assumption Agreement – Genova Products, KSR Legacy Investment Corp., McCracken County, Kentucky and Paducah, Kentucky – **ORD 2020-05-8637 Exhibit “C”**
4. Security Agreement – KSR Legacy Investment Corp., McCracken County, Kentucky, and City of Paducah, Kentucky – **ORD 2020-05-8637 – Exhibit “D”**
5. Settlement Statement and Loan Closing Documents - McCracken County, Kentucky and City of Paducah, Kentucky to Standard Insurances Company (KSR Legacy Investment Corp.) **ORD 2020-07-8642**
6. Contract Between the Kentucky Department of Libraries and Archives (KDLA) and the Paducah City Clerk’s Office – **MO #2334**
7. Declaration of Trust and Trust Participation Agreement For the Kentucky League of Cities Workers’ Compensation Trust – **MO #2354**
8. Trust Participation Agreement For the Kentucky League of Cities Insurance Services General Insurance Trust – **MO #2355**
9. Contract Between the Kentucky Department of Libraries and Archives (KDLA) and the Paducah Police Department – **MO #2358**
10. Contract For Services – West Kentucky Community & Technical College and PJC for operation of the Public and Governmental Access Channels – **MO #2360**

CITY OF PADUCAH  
July 28, 2020

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

*Michelle Smolen*

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City Manager's Office Signature

7/28/2020

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Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
July 28, 2020**

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

**POLICE - RECORDS**

	<b><u>PREVIOUS POSITION AND BASE RATE OF PAY</u></b>	<b><u>CURRENT POSITION AND BASE RATE OF PAY</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Farrell, Mary	Records Clerk I \$15.65/hr	Records Clerk I \$16.04/hr	NCS	Non-Ex	July 16, 2020
Miller, Sabrina	Records Clerk I \$15.65/hr	Records Clerk I \$16.04/hr	NCS	Non-Ex	July 16, 2020

**PUBLIC WORKS**

Evans, Leslie E.	Landscape Supervisor \$28.42/hr	Landscape Supervisor \$29.13/hr	NCS	Ex	July 16, 2020
Walker, Darrell	Floodwall Operator \$20.53/hr	ROW Maintenance Person \$19.24/hr	NCS	Non-Ex	July 30, 2020

**TERMINATIONS - FULL-TIME (F/T)**

**PUBLIC WORKS**

	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
Nunn, Larry	Laborer	Resignation	July 30, 2020
McIntosh, Greg	Laborer	Retirement	July 31, 2020

**TERMINATIONS - PART-TIME (P/T)**

**PARKS & RECREATION**

	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
Williams, Jordan	Instructor	Termination	July 6, 2020

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 28, 2020

Short Title: Accept the COPS Hiring Program (CHP) Grant in the amount of \$375,000 - **B LAIRD**

Category: Municipal Order

Staff Work By: Anthony Copeland, Ty Wilson

Presentation By: Brian Laird

**Background Information:** The Office of Community Oriented Policing Services (COPS) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Hiring Program (CHP) is designed to increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and law enforcement's capacity to prevent, solve, and control crime through funding for additional officers.

2020 CHP Awards will cover up to 75 percent of the approved entry-level salary and fringe benefits of each newly hired or re-hired full-time sworn career law enforcement officer, with a maximum federal match of \$125,000 per officer over the three-year (36-month) award period, with a minimum 25 percent local match requirement. There is a retention policy of 12 months following the end of the award period.

The Paducah Police Department has been awarded a grant in the amount of \$375,000 which will be used to hire three new officers that will serve as School Resource Officers (SRO), who will serve in the city's public school system, working in collaboration with the schools to provide a positive and visible law enforcement presence. An MOU will be executed with the Paducah Public Schools to cover the cost of the match.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available:   Account Name:  
                                  Account Number:

Staff Recommendation: Authorize the Mayor to execute all required grant acceptance documents.

Attachments:

1.    Municipal Order
2.    ORI KY07301 - Award 2020UMWX0363 - Award package

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR A COPS HIRING PROGRAM (CHP) GRANT AWARD IN AN AMOUNT OF \$375,000 FOR THE HIRING OF THREE NEW SCHOOL RESOURCE OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the Paducah Police Department is hereby authorized to accept grant funds through the Office of Community Oriented Policing Services in the amount of \$375,000 to be used to hire three (3) new School Resources Officers. 2020 CHP Awards will cover up to 75 percent of the approved entry-level salary and fringe benefits of each newly hired or re-hired full-time sworn career law enforcement officer, with a maximum federal match of \$125,000 per officer over the three-year (36-month) award period, with a minimum 25 percent local match requirement. The 25% match requirement will be provided by Paducah Public Schools. Further, the Mayor is hereby authorized to execute all documents necessary to accept the award.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 28, 2020  
Recorded by Lindsay Parish, City Clerk, July 28, 2020  
\\mo\grants\award – COPS CHP Grant School Resource Officers



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

June 25, 2020

Chief Brian Laird  
Mayor Brandi Harless

Paducah Police Department  
1400 Broadway  
P.O. Box 2267  
Paducah, KY 42002

Re: COPS Hiring Program award number 2020UMWX0363  
ORI KY07301

Dear Chief Laird and Mayor Harless:

Congratulations on your agency's award for 3 officer position(s) and \$375,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$398,155.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award



amount and will also identify any disallowed costs.

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/24/2020

**Additional Award Notification**



### Award Document

#### *COPS Office COPS Hiring Program (CHP)*

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants  
Treasury Account Symbol (TAS) 15X0406**

**Award Number: 2020UMWX0363**

**ORI Number: KY07301**

**OJP Vendor Number: 616001891**

**DUNS Number: 082397217**

**Applicant Organization's Legal Name: Paducah Police Department**

**Applicant's System for Award Management (SAM) name: Paducah, City Of**

**Law Enforcement Executive / Agency Executive: Chief Brian Laird**

**Government Executive / Financial Official: Mayor Brandi Harless**

**Award Start Date: 07/01/2020**

**Award End Date: 06/30/2023**

**Award Amount: \$375,000.00**

**Full-Time Officers Funded: 3**

**New Hires: 3    Rehires Previously Laid Off: 0    Rehires Scheduled for Lay Off: 0**

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 06/24/2020

(Signature Pending)

(Date Pending)

Signature of the Program Official with the Authority to Accept  
this Grant Award

Date

(Signature Pending)

(Date Pending)



*Signature of the Financial Official with the Authority to Accept      Date*  
*this Grant Award*

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice  
*Office of Community Oriented Policing Services*

**2020 COPS Hiring Program  
Award Terms and Conditions**

By signing the Award Document to accept this **COPS Hiring Program** award, your agency agrees to abide by the following award terms and conditions:

**1. Award Owner's Manual**

The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.) ; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

**2. Assurances and Certifications**

The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

**3. Allowable Costs**

The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed

for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

#### **4. Supplementing, Not Supplanting**

State, local, and tribal governments must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

#### **5. Extensions**

Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

#### **6. Modifications**

Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification

request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

#### **7. Evaluations**

The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators 34 U.S.C. § 10385(b).

#### **8. Reports/Performance Goals**

To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.327 - 200.328. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

#### **9. Award Monitoring Activities**

Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 & 200.336.

#### **10. Federal Civil Rights**

The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;



c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

**11. Equal Employment Opportunity Plan (EEO)**

All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

**12. False Statements**

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Duplicative Funding**

The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

**14. Additional High-Risk Recipient Requirements**

The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

**15. System for Award Management (SAM) and Universal Identifier Requirements**

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. *Requirement for System for Award Management*

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. *Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:



1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. *Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.



5. *Subrecipient* means an entity that:
- a. Receives a subaward from you under this award; and
  - b. *Is accountable to you for the use of the Federal funds provided by the subaward.*

## **16. Reporting Subawards and Executive Compensation**

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

### **I. Reporting Subawards and Executive Compensation.**

#### *a. Reporting of first-tier subawards.*

##### **1. Applicability.**

Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

##### **2. Where and when to report.**

*i.* You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrc.gov>.

*ii.* For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

##### **3. What to report.**

You must report the information about each obligating action that the submission instructions posted at <https://www.fsrc.gov> specify.

#### *b. Reporting Total Compensation of Recipient Executives.*

**1. Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

*i.* the total Federal funding authorized to date under this award is \$25,000 or more;

*ii.* in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and





- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and



Non-Profit Organizations”).

*iii.* A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

*i.* Receives a subaward from you (the recipient) under this award; and

*ii.* Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

*i.* *Salary and bonus.*

*ii.* *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

*iii.* *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

*iv.* *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

*v.* *Above-market earnings on deferred compensation which is not tax-qualified.*

*vi.* Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### **17. Debarment and Suspension**

The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

### **18. Employment Eligibility**

The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.



**19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information**

The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner’s Manual for a full text of the statute.

**20. Mandatory Disclosure**

Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

**21. Conflict of Interest**

Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

**22. Contract Provision**

All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

**23. Restrictions on Internal Confidentiality Agreements**

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

**24. Recipient Integrity and Performance Matters**

For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported



to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*



Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**25. Citizenship and Immigration Status Communications**

Authority to obligate or expend contingent on compliance with this condition.



NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

## **26. Contracts and/or MOUs with other Jurisdictions**

Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

### **27. Retention**

At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

### **28. Community Policing**

Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

### **29. Local Match**

COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

### **30. School Resource Officer (SRO) Training Requirement**

COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) 40 hour basic training course. Course substitutions are not permitted. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed NASRO 40 hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must contact the NASRO Grant Coordinator if they want funds to cover registration and travel costs.



**31. Background Investigations**

Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.207

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.338 until the agency can demonstrate the background investigation has been completed.

**32. Career Law Enforcement Officer**

Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).



## Financial Clearance Memorandum

### *COPS Office COPS Hiring Program Program (CHP)*

To: Chief Brian Laird and Mayor Brandi Harless

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 3

#### Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Base salary</b>	<b>\$48,984.00</b>	<b>\$50,211.00</b>	<b>\$54,434.00</b>
<b>Benefits</b>	<b>\$25,067.52</b>	<b>\$36,731.00</b>	<b>\$42,290.74</b>
Social Security	\$0.00	\$0.00	\$0.00
Medicare	\$710.27	\$728.06	\$789.29
Health insurance	\$899.98	\$9,000.02	\$9,000.00
Life insurance	\$13.52	\$135.02	\$135.00
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$21,552.96	\$24,929.76	\$30,265.30
Worker's compensation	\$1,787.92	\$1,832.70	\$1,986.84
Unemployment insurance	\$102.87	\$105.44	\$114.31

#### Approved total project costs

Per officer      Grand total

Salaries and fringe benefits	\$257,718.26	\$773,155.00
Federal share	\$125,000.00	\$375,000.00
Applicant share	\$132,718.33	\$398,155.00

Local match waiver not granted.

Budget Cleared Date: 06/25/2020

**Overall Comments:**

NA

**Additional Comments:**

N/A



## **Award Document Supplement**

### ***COPS Hiring Program (CHP)***

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

#### **Special Award Conditions**

##### **Advancing Department of Justice Priority Crime Problem Awards**

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2020 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

#### **Memorandum of Understanding Requirement**

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2020 CHP award, recipients using CHP funding to hire and/or deploy School Resource



Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
  - The purpose of the MOU
  - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
  - Information sharing
  - Supervision responsibility and chain of command for the SRO
  - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.



# Agenda Action Form

## Paducah City Commission

Meeting Date: July 28, 2020

Short Title: Adopt Municipal Order as Amended for Lose Agreement Suspension and Further Due Diligence  
- J ARNDT

Category: Municipal Order

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

**Background Information:** This Municipal Order adopts the suspension of the Lose Agreement until January of 2021 and directs the City Manager to continue due diligence related to the project. The original Municipal Order was brought before the board on July 14, 2020. The underlined portions reflect the amended wording adopted by the Commission.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation:

Attachments:

1. Suspend Lose & Associates Agreement Until January 2021 - Amended

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER DIRECTING THE CITY MANAGER TO CONTINUE THE SUSPENSION OF THE AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN INDOOR RECREATION AND AQUATICS FACILITY UNTIL JANUARY OF 2021 AND FURTHER DIRECTING THE CITY MANAGER TO CONTINUE DUE DILIGENCE RELATED TO THE PROJECT

WHEREAS, Municipal Order No. 2281, adopted on August 27, 2019, authorized the Mayor to enter into a professional design and construction management services agreement with LOSE & Associates, Inc.; and

WHEREAS, pursuant to Article 9 of said agreement the City has suspended the design services with Lose & Associates, Inc., beginning on May 1, 2020; and

WHEREAS, the City of Paducah understands that a suspension which last longer than 90 days provides Lose & Associates, Inc., the opportunity to terminate the agreement by providing the City with seven days' notice; and

WHEREAS, the Board of Commissioners desires to continue the suspension of design services with Lose & Associates, Inc., until January of 2021.

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

SECTION 1. That the City of Paducah hereby authorizes and directs the City Manager to continue the suspension of design services with Lose & Associates, Inc. until January of 2021, in accordance with Article 9 of the Agreement with Lose & Associates, Inc.

SECTION 2. That the City of Paducah hereby authorizes and directs the City Manager to continue due diligence related to the project. Due diligence should include the following:

1. The creation of a conceptual build-out for perspective tenants.
2. The creation of community focus groups for the project with an emphasis on inclusion and programming.
3. Research on financial assistance and facility naming rights.

4. Research on facility costs with an emphasis on understanding the impact of COVID-19 on the project Pro Forma.

SECTION 3. Expenditures related to the above referenced due diligence shall be done within the limits of the City's Small Purchase Plan and within the City Manager's procurement restrictions unless otherwise authorized by the Board of Commissioners.

SECTION 4. This Municipal Order shall be effective from and after the date of its adoption.

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Introduced & Amended by Board of Commissioners, July 14, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

\ord\Suspend Lose & Associates Agreement Until January 2021

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 28, 2020

Short Title: Rezoning of 5802 Commerce Drive - **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Tammara Tracy

**Background Information:** The Industrial Development Authority wishes to rezone 16.38 acres on the western edge of Commerce Park from R-1 Low Density Residential Zone to M-1 Light Industrial Zone. The initial development would be a water tower that is proposed to contain 1,000,000 gallons of water and stand 170-180 feet tall. The purpose of the water tower is to enhance water pressure in the Cairo Road pressure zone.

The proposed M-1 Zone is in compliance with the City of Paducah Comprehensive Plan. The Paducah Planning Commission met on June 15, 2020 and forwarded a positive recommendation to the Board of Commissioners to rezone the property.

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

If yes, please list the Action Step Item Codes(s): E-1; E-7

Funds Available:   Account Name:  
                                  Account Number:

**Staff Recommendation:** Rezone the property to the M-1 Zoning classification.

**Attachments:**

1. Commerce Drive Plat
2. Commerce Drive site plan
3. Signed Resolution
4. Ordinance

**PROPERTY NOTES:**

**CLIENT:**  
 PADUCAH-McCRACKEN CO. INDUSTRIAL DEV. AUTHORITY  
 300 CLARENCE GAINES ST./P.O. BOX 1155  
 PADUCAH, KENTUCKY 42002

**OWNERS:** PADUCAH-McCRACKEN CO. INDUSTRIAL DEV. AUTHORITY  
 300 CLARENCE GAINES ST.  
 P.O. BOX 1155  
 PADUCAH, KENTUCKY 42002

**SOURCE OF TITLE:** DEED BOOK 989, PAGE 62

**PLAT REFERENCES:** PLAT SECTION L, PAGE 873; PLAT SECTION L, PAGE 856

**AREA SUMMARY:**

TOTAL AREA:  
 713,818 SQUARE FEET  
 16.387 ACRES

**INTENT:**

THE INTENT OF THIS EXHIBIT IS TO REZONE THE SHADED PROPERTY FROM R-1 TO M-1 AS SHOWN HEREON.

**CITY ZONING INFORMATION:**

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-1". ZONE "R-1" = LOW DENSITY RESIDENTIAL ZONE.

**MINIMUM YARD REQUIREMENTS:**

FRONT: 40'  
 SIDE: 8'  
 REAR: 25'

**MINIMUM AREA REQUIREMENTS:**

1. SINGLE-FAMILY DWELLINGS: 12,000 SQ. FT.
2. TWO-FAMILY DWELLINGS: 7,000 SQ. FT. PER UNIT
3. MULTI-FAMILY DWELLINGS: 5,000 SQ. FT. PER UNIT (4 OR MORE UNITS: 4,000 SQ. FT. PER UNIT)

MINIMUM LOT WIDTH: 75'

**CITY ZONING INFORMATION:**

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "M-1". ZONE "M-1" = LIGHT INDUSTRIAL ZONE

**MINIMUM YARD REQUIREMENTS:**

1. 10,000 S.F. OF LESS
  - 1.1. FRONT YARD: 25' (50' IF ALONG HIGHWAY)
  - 1.2. SIDE YARD: 10'
  - 1.3. REAR YARD: NONE (25' IF ABUTTING RESIDENTIAL)
2. MORE THAN 10,000 S.F.
  - 2.1. FRONT YARD: 50'
  - 2.2. SIDE YARD: 25'
  - 2.3. REAR YARD: NONE (25' IF ABUTTING RESIDENTIAL)

**MINIMUM AREA REQUIREMENTS:**

1. 4,000 S.F. OR LESS
1. MINIMUM LOT AREA: 7,500 SQ.F.T.
2. MINIMUM LOT WIDTH: 60'

1. MORE THAN 4,000 S.F.
1. MINIMUM LOT AREA: 15,000 SQ.F.T.
2. MINIMUM LOT WIDTH: 75'

MAXIMUM BUILDING HEIGHT:

**COUNTY ZONING INFORMATION:**

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "UR". ZONE "UR" = URBANIZING RESIDENTIAL DISTRICT.

**MINIMUM YARD REQUIREMENTS:**

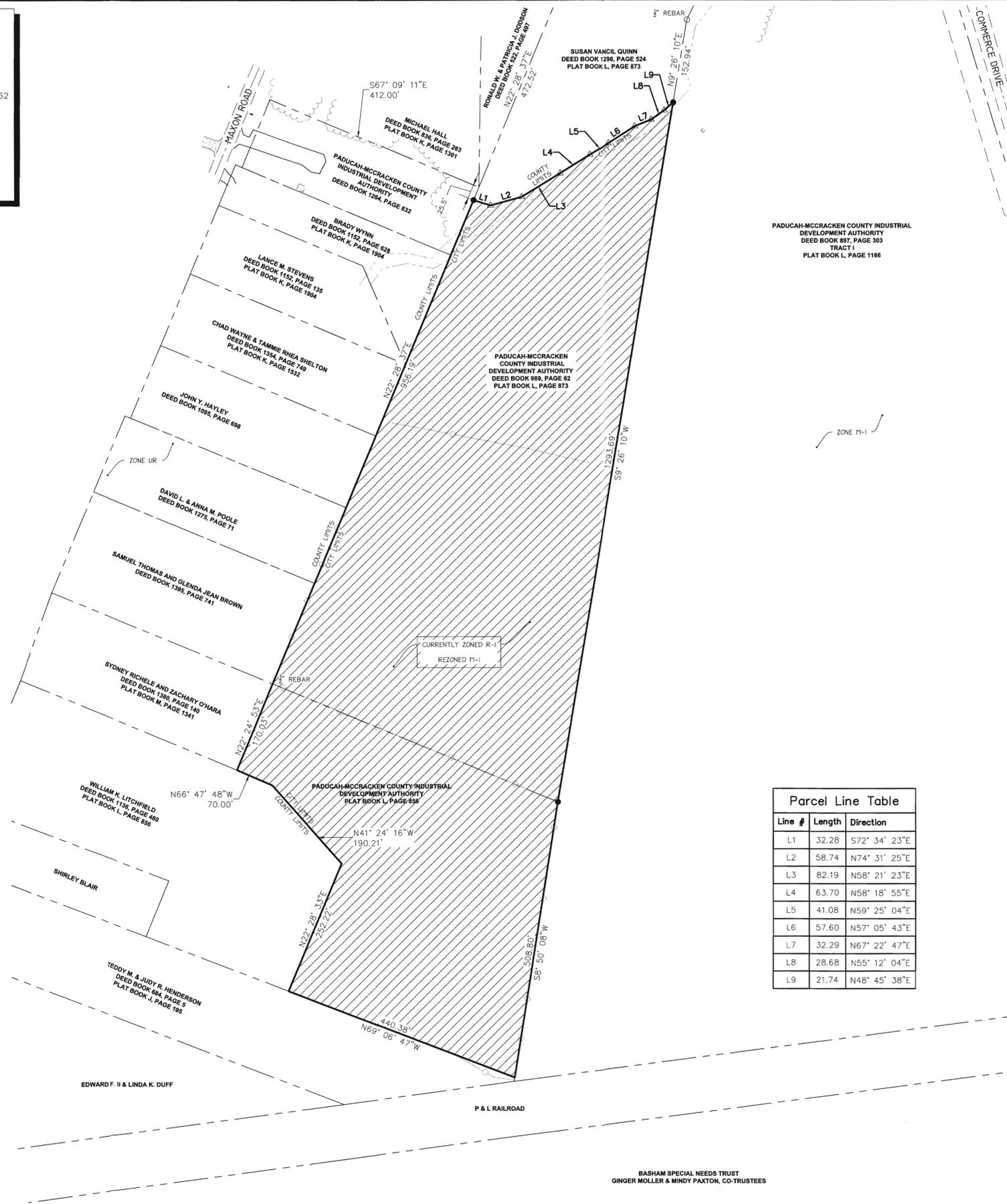
1. RESIDENTIAL USES
  - 1.1. FRONT YARD: 30'
  - 1.2. SIDE YARD: 8' (4' - ACCESSORY BUILDINGS)
  - 1.3. REAR YARD: 25' (8' - ACCESSORY BUILDINGS)
2. NON-RESIDENTIAL USES
  - 2.1. FRONT YARD: 75'
  - 2.2. SIDE YARD: 25'
  - 2.3. REAR YARD: 25'

**MINIMUM AREA REQUIREMENTS:**

1. MINIMUM LOT AREA: 7,500 SQ.F.T.
2. MINIMUM LOT WIDTH: 75'

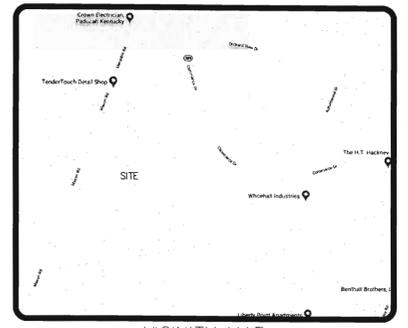
**MINIMUM AREA REQUIREMENTS FOR MULTI-FAMILY DWELLINGS:**

1. MINIMUM LOT AREA PER UNIT: 4,000 SQ.F.T.

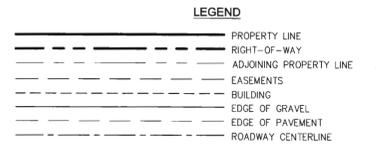


**Parcel Line Table**

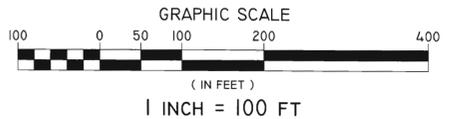
Line #	Length	Direction
L1	32.28	S72° 34' 23"E
L2	58.74	N74° 31' 25"E
L3	82.19	N58° 21' 23"E
L4	63.70	N58° 18' 55"E
L5	41.08	N59° 25' 04"E
L6	57.60	N57° 05' 43"E
L7	32.29	N67° 22' 47"E
L8	28.68	N55° 12' 04"E
L9	21.74	N48° 45' 38"E



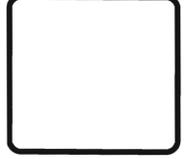
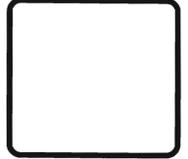
BEARINGS SHOWN HEREON BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM (SOUTH) ZONE



NOTE: THIS SURVEY IS NOT FOR LAND TITLE TRANSFER.



BASHAM SPECIAL NEEDS TRUST  
 GINGER MOLLER & MINDY PAXTON, CO-TRUSTEES



PROJECT NO. 20071 DATE 05/15/2020  
 DRAWN BY: KJM CHECKED BY: KJW

REV.	DESCRIPTION	BY	DATE

**BACON FARMER WORKMAN**  
 ENGINEERING & TESTING, INC.

403 N. COME STREET  
 PADUCAH, KY 40305  
 PHONE: 270.899.6666 FAX: 270.899.6667  
 MOBILE: 270.899.6668  
 PADUCAH, KY 40305  
 PHONE: 270.899.6666 FAX: 270.899.6667

**BFW**

ZONE CHANGE EXHIBIT

PADUCAH-McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT  
 CAIRO ROAD  
 PADUCAH, McCRACKEN CO., KENTUCKY

FOR PADUCAH-McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT

SHEET  
**SV1.0**



A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE) FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE.

WHEREAS, a public hearing was held on June 15, 2020 by the Paducah Planning Commission after advertisement pursuant to law; and

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

WHEREAS, the existing zoning, R-1 (Low Density Residential) is inappropriate and M-1 (Light Industrial Zone) is appropriate; and

WHEREAS, the proposed zoning change is in compliance with the City of Paducah Comprehensive Plan.

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

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah the amendment of the Paducah Zoning Map so as to change the zoning for the aforementioned area from R-1 (Low Density Residential Zone) to M-1 (Light Industrial Zone) and being more particularly described as follows:

**ZONE CHANGE LEGAL DESCRIPTION – TRACT 1**

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located on the east side of Maxon Road, south of Cairo Road and east of Commerce Drive, Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point, approximately 30 feet from the centerline of Maxon Road, said point being the northwest corner of the Paducah-McCracken County Industrial Development Authority property (recorded in Deed Book 1264, Page 632) and the southwest corner of the Michael Hall property (recorded in Deed Book 836, Page 263);

Thence, S67°09'11"E a distance of 412.00 feet to a point, said point being the northeast corner of the above said Paducah-McCracken County Industrial Development Authority property and the southeast corner of the above said Michael Hall property;

Thence, S22°28'37"W a distance of 25.5 feet to a ½" diameter x 18" long rebar and cap stamped "BFW KJW #3445" (set), said point being THE TRUE POINT OF BEGINNING;

Thence along the north property line of Tract 1 with the centerline of a creek, S72°34'23"E a distance of 32.28 feet to a point;

Thence continuing along the centerline of said creek, N74°31'25"E a distance of 58.74 feet to a point;

Thence continuing along the centerline of said creek, N58°21'23"E a distance of 82.19 feet to a point;

Thence continuing along the centerline of said creek, N58°18'55"E a distance of 63.70 feet to a point;

Thence continuing along the centerline of said creek, N59°25'04"E a distance of 41.08 feet to a point;

Thence continuing along the centerline of said creek, N57°05'43"E a distance of 57.60 feet to a point;

Thence continuing along the centerline of said creek, N67°22'47"E a distance of 32.29 feet to a point;

Thence continuing along the centerline of said creek, N55°12'04"E a distance of 28.68 feet to a point;

Thence continuing along the centerline of said creek, N49°45'29"E a distance of 64.74 feet to a point;

Thence with the south property line of Tract 1, N69°06'47"W a distance of 440.38 feet to a point;

Thence continuing with the south property line of Tract 1, N22°28'33"E a distance of 252.22 feet to a point;

Thence continuing with the south property line of Tract 1, N41°24'16"W a distance of 190.21 feet to a point;

Thence continuing with the south property line of Tract 1, N66°47'48"W a distance of 70.00 feet to a point, said point being the southwest corner of Tract 1, said point also being the southeast corner of the Sydney Richele and Zachary O'Hara property (recorded in Deed Book 1380, Page 140);

Thence with the west property line of Tract 1 and the east property line of the above said O'Hara property, N22°24'53"E a distance of 170.03 feet to a ½" rebar (found);

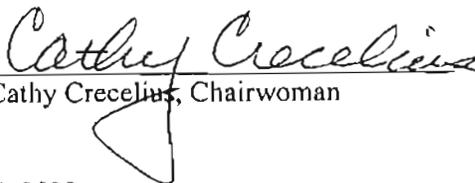
Thence continuing along the west property line of Tract 1, N22°28'37"E a distance of 956.19 feet to the Point of Beginning.

The above described Tract contains 16.387 acres.

BEING the same as the Paducah McCracken County Industrial Development Authority property recorded in Deed Book 989, Page 62.

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

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

  
Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on June 15, 2020

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE)

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a Resolution passed by the Paducah Planning Commission on June 15, 2020, and entitled, “A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO M-1 (LIGHT INDUSTRIAL ZONE) FOR PROPERTY LOCATED AT 5802 COMMERCE DRIVE,” be approved as the final report of said Commission respecting the matters therein set forth.

SECTION 2. That the zone classification and the map amendment proposed in said resolution be and the same are hereby declared to be in agreement with the Comprehensive Plan of the City of Paducah.

SECTION 3. That the zone classification of the following described properties be changed from R-1 to M-1:

**ZONE CHANGE LEGAL DESCRIPTION – TRACT 1**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the east side of Maxon Road, south of Cairo Road, and east of Commerce Drive, Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a point, approximately 30 feet from the centerline of Maxon Road, said point being the northwest corner of the Paducah-McCracken County Industrial Development Authority property (recorded in Deed Book 1264, Page 632) and the southwest corner of the Michael Hall property (recorded in Deed Book 836, Page 263);

Thence, S67°09'11"E a distance of 412.00 feet to a point, said point being the northeast corner of the above said Paducah-McCracken County Industrial Development Authority property and the southeast corner of the above said Michael Hall property;

Thence, S22°28'37"W a distance of 25.5 feet to a ½" diameter x 18" long rebar and cap stamped "BFW KJW #3445" (set), said point being THE TRUE POINT OF BEGINNING;

Thence along the north property line of Tract 1 with the centerline of a creek, S72°34'23"E a distance of 32.28 feet to a point;

Thence continuing along the centerline of said creek, N74°31'25"E a distance of 58.74 feet to a point;

Thence continuing along the centerline of said creek, N58°21'23"E a distance of 82.19 feet to a point;

Thence continuing along the centerline of said creek, N58°18'55"E a distance of 63.70 feet to a point;

Thence continuing along the centerline of said creek, N59°25'04"E a distance of 41.08 feet to a point;

Thence continuing along the centerline of said creek, N57°05'43"E a distance of 57.60 feet to a point;

Thence continuing along the centerline of said creek, N67°22'47"E a distance of 32.29 feet to a point;

Thence continuing along the centerline of said creek, N55°12'04"E a distance of 28.68 feet to a point;

Thence continuing along the centerline of said creek, N48°45'38"E a distance of 21.74 feet to a ½" diameter x 18" long rebar and cap stamped "BFW KJW #3445" (set), said point being the northeast property corner of Tract 1, said point also being the southeast corner of the Susan Vancil Quinn property (recorded in Deed Book 1296, Page 524), said point also being in the west property line of the Paducah McCracken County Industrial Development Authority property (recorded in Deed Book 897, Page 303);

Thence with the east property line of Tract 1 and the west property line of the above said Paducah McCracken County Industrial Development Authority property, S9°26'10"W a distance of 1293.69 feet to a ½" diameter x 18" long rebar and cap stamped "BFW KJW #3445" (set);

Thence continuing along the above said property line of Tract 1 and the Paducah McCracken County Industrial Development Authority property, S8°50'08"W a distance of 508.80 feet to a point;

Thence with the south property line of Tract 1, N69°06'47"W a distance of 440.38 feet to a point;

Thence continuing with the south property line of Tract 1, N22°28'33"E a distance of 252.22 feet to a point;

Thence continuing with the south property line of Tract 1, N41°24'16"W a distance of 190.21 feet to a point;

Thence continuing with the south property line of Tract 1, N66°47'48"W a distance of 70.00 feet to a point, said point being the southwest corner of Tract 1, said point also being the southeast corner of the Sydney Richele and Zachary O'Hara property (recorded in Deed Book 1380, Page 140);

Thence with the west property line of Tract 1 and the east property line of the above said O'Hara property, N22°24'53"E a distance of 170.03 feet to a ½" rebar (found);

Thence continuing along the west property line of Tract 1, N22°28'37"E a distance of 956.19 feet to the Point of Beginning.

The above described Tract contains 16.387 acres.

BEING the same as the Paducah McCracken County Industrial Development Authority property recorded in Deed Book 989, Page 62.

The above described tract is not for land title transfer.

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 14, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by the Paducah Sun, \_\_\_\_\_

\ord\plan\zone\5802 Commerce Drive R-1 to M-1

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 28, 2020

**Short Title:** Approve a Change Order to the Agreement with Jim Smith Contracting, LLC for the 2018-2019 Resurfacing Program to Include Contract Pricing for Pavement Markings - **R MURPHY**

**Category:** Ordinance

Staff Work By:

Presentation By: Rick Murphy

**Background Information:** On April 25, 2018, the Board of Commissioners adopted Ordinance No. 2018-05-8533 authorizing the Mayor to execute a Contract for the City of Paducah's 2018-2019 Resurfacing Program (attached) in substantial compliance with the Bid Specifications as contained in the bid dated April 18, 2018. The Contract executed on April 25, 2018, stipulated the time period being for the remaining portion of the 2018 calendar and for the 2019 calendar year ending December 31, 2019. Additionally, the Contract authorized a one-year option to renew if both parties agreed; and on December 10, 2019, the parties agreed the contract period will now end December 31, 2020.

The City recognizes the need for optimal project completion for the Resurfacing Program, and both parties agree to an addendum to the agreement to include the firm contract pricing for pavement markings (attached).

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

If yes, please list the Action Step Item Codes(s): I-6: Improve street conditions within the City

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Authorize the Mayor to sign the change order to the City of Paducah's 2018-2019 Resurfacing Program Agreement with Jim Smith Contracting, LLC to include Contract Pricing for Pavement Markings.

**Attachments:**

1. Ordinance
2. City of Paducah 2018-2019 Resurfacing Program Contract
3. City of Paducah 2018-2019 Resurfacing Program Contract Change Order

ORDINANCE 2020-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE APPROVING CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING COMPANY, LLC, IN ORDER TO EXTEND THE CONTRACT AND INCLUDE THE CONTRACT PRICING FOR PAVEMENT MARKINGS

WHEREAS, the City Commission approved Ordinance No. 2018-5-8533 on April 25, 2018, to enter into a contract with Jim Smith Contracting Company, LLC, for the City of Paducah's Resurfacing Program; and

WHEREAS, the City Commission now desires to enter into Change Order No. 1 to the contract with Jim Smith Contracting Company, LLC, to extend the Contract to December 31, 2020 and include the Contract Pricing for Pavement Markings.

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

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1 with Jim Smith Contracting Company, LLC, to extend the Contract to December 31, 2020 and include Contract Pricing for Pavement Markings for the City of Paducah's Resurfacing Program as outlined in said Change Order No. 1.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners July 14, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, Paducah City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\\ord\eng\chgord 1-Jim Smith Contracting Resurfacing Program 2020

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

**AGREEMENT FOR THE 2018-2019 RESURFACING PROGRAM**

**THIS AGREEMENT**, made this 25<sup>th</sup> day of April, 2018 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **Jim Smith Contracting Co., LLC**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **2018-2019 RESURFACING PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

**ARTICLE 2. CONTRACT TIME**

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the **2018** calendar year and the **2019** calendar year ending **December 31, 2019**. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending **December 31, 2020**, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past **December 31, 2019**.

**ARTICLE 3. THE CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Asphalt Milling and Resurfacing work as quoted in the Bid Proposal by the Contractor dated **April 17, 2018**, which shall constitute full compensation for the work and services authorized herein. The Contractor agrees that no minimum amount of purchase shall be required.

**Contract Unit Prices shall begin upon execution of this Agreement. Said Contract Unit Prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.**

**RESURFACING UNIT PRICES**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$75.00
2.	Milling Texture	Ton	\$50.00
3.	Shoulder Construction	Ton	\$40.00

**ARTICLE 4. PROGRESS PAYMENTS**

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until final completion and acceptance of the work.

Compensation for any "Price Adjustments" agreed to by the City Engineer will be paid in accordance with Section 109.07.03 of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

**ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due sixty, (60) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

**ARTICLE 6. THE CONTRACT DOCUMENTS**

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

IN WITNESS WHEREOF:

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

**JIM SMITH CONTRACTING CO., LLC**

BY

  
Eric McDowell, Contract Administrator

ADDRESS:  
1108 Dover Road  
Grand Rivers, KY 42045

**CITY OF PADUCAH, KENTUCKY**

BY

  
Brandi Harless, Mayor

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

**CITY OF PADUCAH  
ENGINEERING DEPARTMENT  
RESURFACING PROGRAM – CHANGE ORDER**

**THIS AGREEMENT**, made this \_\_\_\_ day of April, 2020 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and Jim Smith Contracting Company, LLC, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

Whereas, on April 25, 2018, the Board of Commissioners adopted **Ordinance No. 2018-5-8553** authorizing the Mayor to execute a Contract for the City of Paducah's **2018-2019 Resurfacing Program** in substantial compliance with the Bid Specifications as contained in the bid dated April 18, 2018. The contract executed on April 25, 2018, (the "Contract") stipulated the time period being for the remaining portion of the 2018 calendar year and for the 2019 calendar year ending December 31, 2019. Additionally, the Contract authorized a one-year option to renew if both parties agreed; and on the 10<sup>th</sup> day of December, 2019, the parties agree the contract period will now end **December 31, 2020**.

NOW, THEREFORE, recognizing the City of Paducah's need for optimal project completion for the Resurfacing Program, both parties do contract and agree to the following addendum for the addition of pavement markings to the afore mentioned contract:

\*See Attached Line Items

The Owner shall pay the Contractor for the performance of the Contract for City of Paducah's **2018-2019 Resurfacing Program, ending December 31, 2020** as quoted in the aforementioned Bid Proposal by the Contractor and as agreed to in the Contract, which shall constitute full compensation for the work and services authorized herein, in addition to this change order. Contract prices are firm and will not be altered during the contract period.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

**CONTRACTOR**

**CITY OF PADUCAH**

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Brandi Harless, Mayor

ADDRESS:

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

**BID PROPOSAL:**

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT BID PRICE</u>
1	Paint – 4" Line	L.F.	\$ 0.28
2	Paint – 12" Stop Lines	L.F.	\$ 2.75
3	Paint – 24" Stop Lines	L.F.	\$ 5.50
4	Paint – Straight Arrow	Each	\$ 55.00
5	Paint - Turn Arrow	Each	\$ 55.00
6	Paint - Combination Arrow	Each	\$ 110.00
7	Paint – 8" Crosswalks	L.F.	\$ 1.38
8	Paint - "School"	Each	\$ 137.50
9	Paint - RR Crossings	Each	\$ 550.00
10	Paint – "STOP"	Each	\$ 220.00
11	Paint – "ONLY"	Each	\$ 220.00
12	Paint – Handicap Symbol	Each	\$ 38.50
13	Paint – 4" Parking Lot Lines	L.F.	\$ 0.55
14	Thermo – 4" Line	L.F.	\$ 1.38
15	Thermo – 12" Stop Lines	L.F.	\$ 4.95
16	Thermo – 24" Stop Lines	L.F.	\$ 9.90
17	Thermo – Straight Arrow	Each	\$ 110.00
18	Thermo - Turn Arrow	Each	\$ 110.00
19	Thermo – Combination Arrow	Each	\$ 275.00
20	Thermo – 8" Crosswalks	L.F.	\$ 3.30
21	Thermo - "School"	Each	\$ 302.50
22	Thermo - RR Crossings	Each	\$ 550.00
23	Thermo – "STOP"	Each	\$ 275.00
24	Thermo – "ONLY"	Each	\$ 275.00

**ADDENDUM**

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) \_\_\_\_\_ Dated \_\_\_\_\_

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 28, 2020

**Short Title:** Approve the Transfer of Municipally Owned Properties Located throughout Paducah to the Joint Sewer Agency - **J HODGES**

**Category:** Ordinance

**Staff Work By:** James Arndt  
**Presentation By:**

**Background Information:** JSA was formed by identical ordinances passed by the City and County in 1999. That ordinance specified that all sanitary sewer facilities were merged into the Agency and under Agency jurisdiction and control. The ordinance further specified that the City and County were to follow up this merger and transfer any real property related to the sanitary facilities by deed to JSA. The County property was successfully transferred by deed, but for some reason the City property transfer was started but not completed. While this has not been an issue related to any funding agency or other entity, JSA is desirous to complete this issue. JSA has developed survey plats and worked with the City Engineer to establish new property lines, if ones were required. The property included in this deed is the Paducah Wastewater Treatment (parcel I), the pump station located at 420 North 3rd Street (parcel II), the pump station located at 2580 Cairo Road (parcel III), the pump station located at 600 Northview Street (parcel IV), an inactive pump station located along Olivet Church Road (parcel V), the site of the former Sanitation District One treatment plant in Lone Oak (parcel VI), and the pump station located at 1201-1207 South 4th Street (parcel VII).

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

**If yes, please list the Action Step Item Codes(s):**

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approve the Ordinance.

**Attachments:**

1. Ordinance
2. DEED OF CONVEYANCE FROM CITY OF PADUCAH TO JSA - FACILITY TRANSFER (00225698x9D931)

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND APPROVING THE  
TRANSFER OF MUNICIPALLY OWNED REAL  
PROPERTIES LOCATED THOUGHOUT  
PADUCAH, MCCRACKEN COUNTY, KENTUCKY, TO THE  
PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY  
PURSUANT TO THE PROVISIONS OF CITY ORDINANCE  
NO. 98-8-5927 ESTABLISHING THE AGENCY**

**WHEREAS**, the City of Paducah (“City”) is the present owner of certain real properties located within Paducah, McCracken County, Kentucky, which are utilized, possessed , and controlled by the Paducah-McCracken County Joint Sewer Agency (the “Agency”) in connection with its sanitary sewer system; and

**WHEREAS**, on August 25, 1998, and September 14, 1998, respectively, the legislative bodies of the City of Paducah and McCracken County, Kentucky, adopted identical ordinances, pursuant to KRS 76.231, which established the Paducah-McCracken County Joint Sewer Agency (“Agency”), and as a part of these ordinances the Agency was obligated to assume the control, operation, assets and liabilities of the sewer system of the City, including ownership of the herein-described real property, and the Agency assumed such obligations and began operations on July 1, 1999; and

**WHEREAS**, as a result of an administrative oversight, a deed of conveyance transferring the herein-described real property from City to Agency was never formally executed and delivered in order to properly document the transfer of the herein-described property from City to Agency; and

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

Section 1. Recitals and Authorizations. The Board of Commissioners hereby approves the transfer of the real properties more particularly described in **Exhibit A** to the Agency in accordance with the provisions of the City’s establishing Ordinance, Ord. No. 98-8-5927. Further, the Mayor of the City of Paducah, Kentucky, be and is hereby authorized to execute and deliver a general warranty deed of conveyance of these properties , together with all other documentation necessary to effectuate the transfer of the real properties.

Section 2. Severability. If any section, paragraph or provision of this Municipal Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an

open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Mayor Brandi Harless

ATTEST:

\_\_\_\_\_  
City Clerk, Lindsay Parish

Introduced by the Board of Commissioners \_\_\_\_\_, 2020

Adopted by the Board of Commissioners \_\_\_\_\_, 2020

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_, 2020

Published by *The Paducah Sun*, \_\_\_\_\_, 2020

Ord\jsa prop transfer 2020

## **EXHIBIT A TO ORDINANCE**

### **THE PROPERTIES**

#### **PARCEL I:**

Being Tract 2, containing 7.053 acres, and Tract 3, containing 0.229 acres, as set forth on the Waiver of Subdivision for Paducah–McCracken County Joint Sewer Agency and City of Paducah Property, Northview Street, Paducah, McCracken County, Kentucky, recorded in Plat Section M, page 1470, in the McCracken County Court Clerk’s Office.

A portion of Tract 2 is the same property conveyed to the City of Paducah, Kentucky, by deeds dated November 22, 1995, of record in Deed Book 841, Page 709, and dated January 19, 1999, of record in Deed Book 907, Page 380 and being part of the same property conveyed to the City of Paducah, Kentucky by deeds dated December 15, 1955, of record in Deed Book 368, Page 478 dated December 31, 1955 of record in Deed Book 371, Page 463 and dated October 16, 1991 of record in Deed Book 760, Page 803. All recordings are of record in the McCracken County Court Clerk’s Office.

Tract 3 being the same property conveyed to the City of Paducah, Kentucky by deeds dated November 22, 1995, of record in Deed Book 841, Page 703, dated November 22, 1995, of record in Deed Book 841, Page 706, McCracken County Court Clerk’s Office and City Ordinance Number 77-4-1406.

#### **PARCEL II:**

Being Tract 2, containing 0.067 acres, as set forth on the Waiver of Subdivision for Paducah McCracken County Joint Sewer Agency and the City of Paducah, North 3<sup>rd</sup> Street, Paducah, McCracken County, Kentucky, of record in Plat Section M, Page 1468 in the McCracken County Court Clerk’s Office.

Also conveyed herein is all right, title, and interest in and to the Reciprocal Ingress/Egress Easement established by the aforesaid Plat of record in Plat Section M, Page 1468 in the aforesaid Clerk’s Office.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated March 21, 1956, of record in Deed Book 372, Page 83 and a portion of the same conveyed to the City of Paducah, Kentucky, by deed dated December 23, 1939, of record in Deed Book 200, Page 289 in the aforesaid Clerk’s Office.

#### **PARCEL III:**

Being Tract 1, containing 0.565 acres, as set forth on the Waiver of Subdivision for Paducah McCracken County Joint Sewer Agency and City

of Paducah, Lift Station No. 1, Old Cairo Road, Paducah, McCracken County, Kentucky, of record in Plat Section M, Page 1469 in the McCracken County Court Clerk's Office.

Also granted herein is a permanent, perpetual ingress/egress easement over, under and through the easement area as established by and depicted in the aforesaid plat of record in Plat Section M, Page 1469 in the aforesaid Clerk's Office.

Being part of the same property conveyed to the City of Paducah, Kentucky, by deeds dated December 1, 1999, of record in Deed Book 928, Page 599, dated May 17, 1939, of record in Deed Book 200, Page 234, and dated October 7, 1954, of record in Deed Book 362, Page 293 in the aforesaid Clerk's Office.

**PARCEL IV:**

**TRACT 1:**

Beginning 70 feet from the southeast intersection of 6<sup>th</sup> Street and Terrell Street; thence along the east line of Terrell Street in a southerly direction 45 feet; thence in an eastwardly direction and parallel with 6<sup>th</sup> Street 275 feet; thence in a northwardly direction and parallel with Terrell Street 45 feet to a stake; thence parallel with 6<sup>th</sup> Street in a Westward direction 275 feet to the beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated December 31, 1955, of record in Deed Book 371, Page 549 in the McCracken County Court Clerk's Office.

**TRACT 2:**

Beginning at the Southeast corner of the intersection of Sixth and Terrell Streets in said city; thence along the Easterly line of Terrell Street in a Southerly direction seventy (70) feet; thence in an Easterly direction and parallel with Sixth Street and towards Flournoy Street two hundred seventy-five (275) feet; thence in a Northerly direction and parallel with Terrell Street, seventy (70) feet to the Southerly line of Sixth Street; thence with the line of North Sixth Street in a Westerly direction two hundred seventy-five (275) feet to the point of beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated December 23, 1938, of record in Deed Book 200, Page 149 in the McCracken County Court Clerk's Office.

**TRACT 3:**

Being two-thirds of Lot No. 68, and the part of said Lot lying nearest the river and the same on which Gray formerly lived, except 100 feet hereto-fore sold to Joseph Briggs, and except 50 feet sold to W.A. Buford off of said described land, and the same land sold to William Overstreet by J.W. Eaker by deed recorded in Deed Book 43, Page 402; and being the same property conveyed by Jessie Ballanger, etc; to Thomas Warren and John D. Eubanks on May 31<sup>st</sup>, 1893; recorded in Deed Book --- Page ---; and being the same property conveyed to Thomas Warren by J.D. Eubanks and his wife, Fannie Eubanks on August 4<sup>th</sup>, 1894, by deed recorded in Deed Book 49, Page 370, McCracken County Court Clerk's Office, and inherited by first parties from Thomas Warren, deceased.

Being the same property conveyed to City of Paducah, Kentucky, a Municipal Corporation, by deed dated May 27, 1922, of record in Deed Book 139, Page 117 in the McCracken County Court Clerk's Office.

**PARCEL V:**

Beginning at a point in the City's northwest property corner on the east right-of-way line of Olivet Church Road; thence, North 74° 00' West a distance of 50 feet, plus or minus, to a point; thence, North 17° 00' East a distance of 50 feet to a point; thence, South 74° 00' East a distance of 50 feet, plus or minus, to a point; thence, South 17° 00' West a distance of 50 feet to the point of beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated March 18, 1993, of record in Deed Book 786, Page 540, in the McCracken County Court Clerk's Office.

**PARCEL VI:**

**TRACT 1:**

Beginning at a point on the Northerly property line of the Indian Hills Subdivision, as recorded in Plat Book "G", Page 1, said beginning point being South 87 degrees 14 minutes West and 364.38 feet from a stone at the Northwest intersection of the said Indian Hills Northerly property line with the Westerly property line of the Friendship Road; thence continuing along the said Northerly property line of Indian Hills Subdivision South 87 degrees 14 minutes West for a distance of 235.0 feet to a point; thence North 2 degrees 45 minutes West for a distance of 257.5 feet to a point in the center of a creek, also the Southerly property line of the Goodman Estate; thence North 87 degrees 50 minutes East with the center of the creek and along the Southerly property line of the Goodman Estate for a distance of 235.0 feet to a point; thence South 2 degrees 45 minutes East for a distance of 255.00 feet to the point of beginning and containing 1.4 acres of land.

The owners of the property also convey the right of ingress and egress for the purpose of construction, maintenance, and inspection of the sewer treatment plant and trunk line over and upon the portion of the property located parallel to the Indian Hills Subdivision Northerly line from the North Friendship Road to the above described tract of land. Also conveyed is a 12 foot sewer easement extend from the Northerly property line in the center of the creek and being located 40.9 feet from the center line of Seneca Drive at its intersection with the center line of the North Friendship Road; thence South 32 degrees 49 minutes West for a distance of 40.00 feet to a point; thence South 85 degrees 50 minutes West for a distance of approximately 290 feet to a point in the Easterly property line of the Plant site property. Also another 12 foot easement leading in a Northerly direction from the Northerly property line of the Indian Hills Subdivision and beginning 354.38 feet and South 87 degrees 14 minutes West of the Northeast intersection of the said Indian Hills Subdivision Northerly property line with the Westerly property of the Friendship Road; thence North 12 degrees 45 minutes West for a distance of approximately 63 feet to its intersection with the Easterly property line of the Plant site. The above sewer easements were conveyed to the Sanitation District No. 1 of McCracken County, Kentucky to forever maintain the said sewer, tile or drain over and upon the said property which is owned by Mr. G. W. Mason and Mr. J. M. Knott, including the right to re-construct the said sewer

title or drain and to make such repairs as may be necessary to be made from time to time so that it may be forever kept in a workable and efficient condition. In the event of permanent discontinued use of said sewer tile or drain said easements shall become null and void.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated October 20, 1981, and record in Deed Book 641, Page 284, in the McCracken County Court Clerk's Office.

**TRACT 2:**

All right, title, and interest granted to City of Paducah, Kentucky, in and to the easement established in Right of Way Easement dated August 6, 1990, of record in Deed Book 744, Page 702, in the McCracken County Court Clerk's Office and as depicted on the Revised Subdivision Plat of the Woodlands of Lone Oak of record in Plat Section L, Page 514, in the McCracken County Court Clerk's Office.

**PARCEL VII:**

**TRACT 1:**

Beginning at a point on the west line of South 4<sup>th</sup> Street 78.67 feet south of Husbands Street; thence westwardly and parallel with Husbands Street 120 feet; thence southwardly and parallel with 4<sup>th</sup> Street 90 feet; thence eastwardly and parallel with Husbands Street 95 feet to a point 35 feet west of the west line of South 4<sup>th</sup> Street; thence southwardly and parallel with 4<sup>th</sup> Street 265 feet, more or less, to Wynn's north line; thence eastwardly parallel with Husbands street and along Wynn's north line 35 feet to a point on the west line of South 4<sup>th</sup> Street; thence northwardly with the west line of South 4<sup>th</sup> Street 355 feet, more or less, to the point of beginning.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated January 6, 1956, of record in Deed Book 370, Page 199 in the McCracken County Court Clerk's Office.

**TRACT 2:**

Being a part of Lot No. 5, Addition "P", to the City of Paducah, Kentucky, and lying and being on the West side of South Fourth Street, and beginning at the corner of the lot heretofore conveyed to the City of Paducah by Sallie R. Morrow, a widow; thence with the west line of South Fourth Street 78 feet and 8 inches; thence at right angles and in a westerly direction and to the line of South Fifth Street, 173 feet 3 inches; thence at right angles and with the east line of Fifth Street 78 feet and 8 inches to the line of a lot sold to the City of Paducah, Kentucky, by Sallie R. Morrow, a widow; thence at right angles and with the line of the aforesaid lot 173 feet 3 inches to the point of beginning.

Being the same property conveyed to the City of Paducah, Kentucky, a municipal corporation, by deed dated September 21, 1995, of record in Deed Book 839, Page 198 in the McCracken County Court Clerk's Office.

## DEED OF CONVEYANCE

THIS DEED made and entered into this the \_\_\_\_day of \_\_\_\_\_, 2020, by and between CITY OF PADUCAH, KENTUCKY, a body politic and incorporate, whose mailing address is Post Office Box 2267 Paducah, Kentucky, 42002-2267, Grantor, and PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY, a Kentucky governmental agency, whose mailing address is 621 Northview, Paducah, Kentucky 42001, Grantee;

## WITNESSETH:

WHEREAS, on August 25, 1998, and September 14, 1998, respectively, the legislative bodies of the City of Paducah and McCracken County, Kentucky, adopted identical ordinances, pursuant to KRS 76.231, which established the Paducah-McCracken County Joint Sewer Agency (“Grantee”), and as a part of these ordinances the Grantee was obligated to assume the control, operation, assets and liabilities of the sewer system of the Grantor, including ownership of the herein-described real property, and the Grantee assumed such obligations and began operations on July 1, 1999; and

WHEREAS, as a result of an administrative oversight, a deed of conveyance transferring the herein-described real property from Grantor to Grantee was never formally executed and delivered in order to properly document the transfer of the herein-described property from Grantor to Grantee; and

WHEREAS, Grantor and Grantee now wish to memorialize the past transfer with the execution and delivery of this deed of conveyance and to fully complete Grantor's legal obligation to transfer record title in fee in and to the herein-described property to Grantee.

NOW, THEREFORE, IN CONSIDERATION of the foregoing premises and the assumption of all obligations and liabilities as well as operation of Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

**PARCEL I:**

Being Tract 2, containing 7.053 acres, and Tract 3, containing 0.229 acres, as set forth on the Waiver of Subdivision for Paducah-McCracken County Joint Sewer Agency and City of Paducah Property, Northview Street, Paducah, McCracken County, Kentucky, recorded in Plat Section M, page 1470, in the McCracken County Court Clerk's Office.

A portion of Tract 2 is the same property conveyed to the City of Paducah, Kentucky, by deeds dated November 22, 1995, of record in Deed Book 841, Page 709, and dated January 19, 1999, of record in Deed Book 907, Page 380 and being part of the same property conveyed to the City of Paducah, Kentucky by deeds dated December 15, 1955, of record in Deed Book 368, Page 478 dated December 31, 1955 of record in Deed Book 371, Page 463 and dated October 16, 1991 of record in Deed Book 760, Page 803. All recordings are of record in the McCracken County Court Clerk's Office.

Tract 3 being the same property conveyed to the City of Paducah, Kentucky by deeds dated November 22, 1995, of record in Deed Book 841, Page 703, dated November 22, 1995, of record in Deed Book 841, Page 706, McCracken County Court Clerk's Office and City Ordinance Number 77-4-1406.

**PARCEL II:**

Being Tract 2, containing 0.067 acres, as set forth on the Waiver of Subdivision for Paducah McCracken County Joint Sewer Agency and the City of Paducah, North 3<sup>rd</sup> Street, Paducah, McCracken County, Kentucky, of record in Plat Section M, Page 1468 in the McCracken County Court Clerk's Office.

Also conveyed herein is all right, title, and interest in and to the Reciprocal Ingress/Egress Easement established by the aforesaid Plat of record in Plat Section M, Page 1468 in the aforesaid Clerk's Office.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated March 21, 1956, of record in Deed Book 372, Page 83 and a portion of the same conveyed to the City of Paducah, Kentucky, by deed dated December 23, 1939, of record in Deed Book 200, Page 289 in the aforesaid Clerk's Office.

**PARCEL III:**

Being Tract 1, containing 0.565 acres, as set forth on the Waiver of Subdivision for Paducah McCracken County Joint Sewer Agency and City of Paducah, Lift Station No. 1, Old Cairo Road, Paducah, McCracken County, Kentucky, of record in Plat Section M, Page 1469 in the McCracken County Court Clerk's Office.

Also granted herein is a permanent, perpetual ingress/egress easement over, under and through the easement area as established by and depicted in the aforesaid plat of record in Plat Section M, Page 1469 in the aforesaid Clerk's Office.

Being part of the same property conveyed to the City of Paducah, Kentucky, by deeds dated December 1, 1999, of record in Deed Book 928, Page 599, dated May 17, 1939, of record in Deed Book 200, Page 234, and dated October 7, 1954, of record in Deed Book 362, Page 293 in the aforesaid Clerk's Office.

**PARCEL IV:**

**TRACT 1:**

Beginning 70 feet from the southeast intersection of 6<sup>th</sup> Street and Terrell Street; thence along the east line of Terrell Street in a southerly direction 45 feet; thence in an eastwardly direction and parallel with 6<sup>th</sup> Street 275 feet; thence in a northwardly direction and parallel with Terrell Street 45 feet to a stake; thence parallel with 6<sup>th</sup> Street in a Westward direction 275 feet to the beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated December 31, 1955, of record in Deed Book 371, Page 549 in the McCracken County Court Clerk's Office.

**TRACT 2:**

Beginning at the Southeast corner of the intersection of Sixth and Terrell Streets in said city; thence along the Easterly line of Terrell Street in a Southerly direction seventy (70) feet; thence in an Easterly direction and parallel with Sixth Street and towards Flournoy Street two hundred seventy-five (275) feet; thence in a Northerly direction and parallel with Terrell Street, seventy (70) feet to the Southerly line of Sixth Street; thence with the line of North Sixth Street in a Westerly direction two hundred seventy-five (275) feet to the point of beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated December 23, 1938, of record in Deed Book 200, Page 149 in the McCracken County Court Clerk's Office.

**TRACT 3:**

Being two-thirds of Lot No. 68, and the part of said Lot lying nearest the river and the same on which Gray formerly lived, except 100 feet hereto-fore sold to Joseph Briggs, and except 50 feet sold to W.A. Buford off of said described land, and the same land sold to William Overstreet by J.W. Eaker by deed recorded in Deed Book 43, Page 402; and being the same property conveyed by Jessie Ballanger, etc; to Thomas Warren and John D. Eubanks on May 31<sup>st</sup>, 1893; recorded in Deed Book --- Page ---; and being the same property conveyed to Thomas Warren by J.D. Eubanks and his wife, Fannie Eubanks on August 4<sup>th</sup>, 1894, by deed recorded in Deed Book 49, Page 370, McCracken County Court Clerk's Office, and inherited by first parties from Thomas Warren, deceased.

Being the same property conveyed to City of Paducah, Kentucky, a Municipal Corporation, by deed dated May 27, 1922, of record in Deed Book 139, Page 117 in the McCracken County Court Clerk's Office.

**PARCEL V:**

Beginning at a point in the Grantor's northwest property corner on the east right-of-way line of Olivet Church Road; thence, North 74° 00' West a distance of 50 feet, plus or minus, to a point; thence, North 17° 00' East a distance of 50 feet to a point; thence, South 74° 00' East a distance of 50 feet, plus or minus, to a point; thence, South 17° 00' West a distance of 50 feet to the point of beginning.

Being the same property conveyed to City of Paducah, Kentucky, by deed dated March 18, 1993, of record in Deed Book 786, Page 540, in the McCracken County Court Clerk's Office.

**PARCEL VI:**

**TRACT 1:**

Beginning at a point on the Northerly property line of the Indian Hills Subdivision, as recorded in Plat Book "G", Page 1, said beginning point being South 87 degrees 14 minutes West and 364.38 feet from a stone at the Northwest intersection of the said Indian Hills Northerly property line with the Westerly property line of the Friendship Road; thence continuing along the said Northerly property line of Indian Hills Subdivision South 87 degrees 14 minutes West for a distance of 235.0 feet to a point; thence North 2 degrees 45 minutes West for a distance of 257.5 feet to a point in the center of a creek, also the Southerly property line of the Goodman Estate; thence North 87 degrees 50 minutes East with the center of the creek and along the Southerly property line of the Goodman Estate for a distance of 235.0 feet to a point; thence South 2 degrees 45 minutes East for a distance of 255.00 feet to the point of beginning and containing 1.4 acres of land.

The owners of the property also convey the right of ingress and egress for the purpose of construction, maintenance, and inspection of the sewer treatment plant and trunk line over and upon the portion of the property located parallel to the Indian Hills Subdivision Northerly line from the North Friendship Road to the above described tract of land. Also conveyed is a 12 foot sewer easement extend from the Northerly property line in the center of the creek and being located 40.9 feet from the center line of Seneca Drive at its intersection with the center line of the North Friendship Road; thence South 32 degrees 49 minutes West for a distance of 40.00 feet to a point; thence South 85 degrees 50 minutes West for a distance of approximately 290 feet to a point in the Easterly property line of the

Plant site property. Also another 12 foot easement leading in a Northerly direction from the Northerly property line of the Indian Hills Subdivision and beginning 354.38 feet and South 87 degrees 14 minutes West of the Northeast intersection of the said Indian Hills Subdivision Northerly property line with the Westerly property of the Friendship Road; thence North 12 degrees 45 minutes West for a distance of approximately 63 feet to its intersection with the Easterly property line of the Plant site. The above sewer easements were conveyed to the Sanitation District No. 1 of McCracken County, Kentucky to forever maintain the said sewer, tile or drain over and upon the said property which is owned by Mr. G. W. Mason and Mr. J. M. Knott, including the right to re-construct the said sewer title or drain and to make such repairs as may be necessary to be made from time to time so that it may be forever kept in a workable and efficient condition. In the event of permanent discontinued use of said sewer tile or drain said easements shall become null and void.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated October 20, 1981, and record in Deed Book 641, Page 284, in the McCracken County Court Clerk's Office.

**TRACT 2:**

All right, title, and interest granted to City of Paducah, Kentucky, in and to the easement established in Right of Way Easement dated August 6, 1990, of record in Deed Book 744, Page 702, in the McCracken County Court Clerk's Office and as depicted on the Revised Subdivision Plat of the Woodlands of Lone Oak of record in Plat Section L, Page 514, in the McCracken County Court Clerk's Office.

**PARCEL VII:**

**TRACT 1:**

Beginning at a point on the west line of South 4<sup>th</sup> Street 78.67 feet south of Husbands Street; thence westwardly and parallel with Husbands Street 120 feet; thence southwardly and parallel with 4<sup>th</sup> Street 90 feet; thence eastwardly and parallel with Husbands Street 95 feet to a point 35 feet west of the west line of South 4<sup>th</sup> Street; thence southwardly and parallel with 4<sup>th</sup> Street 265 feet, more or less, to Wynn's north line; thence eastwardly parallel with Husbands street and along Wynn's north line 35 feet to a point on the west line of South 4<sup>th</sup> Street; thence northwardly with the west line of South 4<sup>th</sup> Street 355 feet, more or less, to the point of beginning.

Being the same property conveyed to the City of Paducah, Kentucky, by deed dated January 6, 1956, of record in Deed Book 370, Page 199 in the McCracken County Court Clerk's Office.

**TRACT 2:**

Being a part of Lot No. 5, Addition "P", to the City of Paducah, Kentucky, and lying and being on the West side of South Fourth Street, and beginning at the corner of the lot heretofore conveyed to the City of Paducah by Sallie R. Morrow, a widow; thence with the west line of South Fourth Street 78 feet and 8 inches; thence at right angles and in a westerly direction and to the line of South Fifth Street, 173 feet 3 inches; thence at right angles and with the east line of Fifth Street 78 feet and 8 inches to the line of a lot sold to the City of Paducah, Kentucky, by Sallie R. Morrow, a widow; thence at right angles and with the line of the aforesaid lot 173 feet 3 inches to the point of beginning.

Being the same property conveyed to the City of Paducah, Kentucky, a municipal corporation, by deed dated September 21, 1995, of record in Deed Book 839, Page 198 in the McCracken County Court Clerk's Office.

**TO HAVE AND TO HOLD** the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto Grantee, its successors and assigns forever, with Covenant of General Warranty, except easements, covenants and restrictions of record.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the consideration recited herein is the full actual consideration paid or to be paid for the property transferred hereby and that the estimated fair market value of the property hereby transferred is \$26,402,500.00. The Grantee joins this deed for the sole purpose of certifying the consideration.

This transfer is exempt from real estate transfer tax pursuant to KRS 142.050(7)(b).

The effective date of this deed of conveyance shall be July 1, 1999.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands.

CITY OF PADUCAH, KENTUCKY

PADUCAH-MCCRACKEN COUNTY  
JOINT SEWER AGENCY

By: \_\_\_\_\_  
Mayor, Brandi Harless

By: \_\_\_\_\_  
John Hodges, Executive Director

STATE OF KENTUCKY )

COUNTY OF McCRACKEN )

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Mayor Brandi Harless for and on behalf of the City of Paducah, Kentucky, Grantor.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
NOTARY ID \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was sworn and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by John Hodges, Executive Director of Paducah-McCracken County Joint Sewer Agency, on behalf of said agency, Grantee.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
NOTARY ID \_\_\_\_\_

This instrument prepared by:

\_\_\_\_\_  
LISA H. EMMONS  
DENTON LAW FIRM, PLLC  
P. O. Box 969  
Paducah, KY 42002-0969

Send current year tax bill, if any to:  
Paducah McCracken Joint Sewer Agency  
621 Northview Street  
Paducah, Kentucky 42001

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 28, 2020

Short Title: Approve Refinancing of the 2010B General Obligation Bond for Interest Savings - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins, James Arndt

Presentation By: Jonathan Perkins, James Arndt

**Background Information:** In 2001, the City of Paducah issued \$9.3 million in general obligation bonds (GOB) to finance the construction of the Paducah-McCracken County Expo Center and to contribute \$3.0 million to the construction of the Carson Four Rivers Center for the Performing Arts.

The 25-year bond issue debt service payments are funded primarily by the 2% McCracken County Bed Tax with any remaining balance shared equally by the City of Paducah, McCracken County and the Convention and Visitor's Bureau.

The 2001 GOB was refinanced in 2010 for an interest savings at that time. The refinanced GOB was named GOB Series 2010B.

The bond market appears to be favorable to refinance the 2010B GOB issue over the remaining life of the issue (to FY2026) at an interest savings estimated to exceed \$170,000, or \$28,000/year for each of the six remaining years.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available:   Account Name:  
  Account Number:

**Staff Recommendation:** Staff recommends that the GOB Series 2010B be refinanced.

**Attachments:**

1.    2020B Bonds – Refund 2010B
2.    City of Paducah Dist List and Events Schedule\_v5

ORDINANCE NO. 2020-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,945,000 (SUBJECT TO A PERMITTED ADJUSTMENT INCREASING THE SIZE OF THE BONDS BY UP TO \$295,000 OR DECREASING THE SIZE OF THE BONDS BY ANY AMOUNT) FOR THE PURPOSE OF REFUNDING THE OUTSTANDING CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B MATURING ON OR AFTER JUNE 1, 2021, THE PROCEEDS OF WHICH WERE USED TO REFUND THE ORIGINAL COSTS OF FINANCING THE EXPANSION OF THE JULIAN CARROLL CONVENTION CENTER AND THE CONSTRUCTION OF THE FOUR RIVERS CENTER FOR THE PERFORMING ARTS; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BY AND AMONG THE CITY OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, THE PADUCAH CONVENTION AND VISITORS BUREAU, THE PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER CORPORATION, AND THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPROVING THE FORM OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING A BOND PAYMENT FUND; MAINTAINING THE HERETOFORE ESTABLISHED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASER FOR THE PURCHASE OF THE BONDS; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PLAN OF REFUNDING; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, in furtherance of the public purposes of the City of Paducah, Kentucky (the “City”) in fostering economic development in the City and the well-being of the citizens, residents, and inhabitants of the City, the City, the County of McCracken, Kentucky (the “County”), Paducah Convention and Visitors Bureau, f/k/a the Paducah-McCracken County Convention and Visitors Bureau (the “Bureau”), and the Paducah-McCracken County Convention Center Corporation (the “Corporation”) previously determined that it was necessary and desirable to finance the expansion of the Julian Carroll Convention Center and to construct the Four Rivers Center for the Performing Arts (collectively, the “Project”); and

WHEREAS, in conjunction with the plan of financing and pursuant to the Constitution and laws of the Commonwealth of Kentucky, and particularly Section 65.210 through 65.300 of the Kentucky Revised Statutes, as amended (the “Interlocal Act”), the City, the County, the Bureau, and the Corporation entered into an Interlocal Cooperation Agreement on dated as of June 1, 2001 (the “2001 Interlocal Cooperation Agreement”), whereunder certain rights and duties of the City,

the County, the Corporation, and the Bureau were established with respect to the financing and operation of the Project; and

WHEREAS, pursuant to the 2001 Interlocal Agreement and in order to finance the Project, the City heretofore issued its \$9,290,000 General Obligation Bonds, Series of 2001 (Convention and Arts Center Projects) (the “2001 Bonds”); and

WHEREAS, pursuant to the 2001 Interlocal Agreement and in furtherance of the plan of financing the Project, the County issued to the City its \$4,645,000 General Obligation Note, Series of 2001 (the “2001 Note”); and

WHEREAS, pursuant to the 2001 Interlocal Agreement and in order to refinance the costs of the Project and refunding the 2001 Bonds, the City issued its \$7,165,000 City of Paducah, Kentucky General Obligation Refunding Bonds, Series 2010B (the “2010B Bonds”); and

WHEREAS, pursuant to the 2001 Interlocal Agreement and in furtherance of the plan of refinancing the 2001 Bonds, the County issued to the City its \$3,582,500 General Obligation Refunding Note, Series 2010 (the “2010 Note”); and

WHEREAS, on August 26, 2019, the City, the County, the Bureau, the Corporation, and the McCracken County Sports Tourism Commission (the “Sports Commission”) amended and restated the 2001 Interlocal Agreement through the adoption of a new Internal Cooperation Agreement (the “2019 Interlocal Agreement”) and also added the Sports Commission as a party thereto; and

WHEREAS, pursuant to the Constitution and Laws of the Commonwealth of Kentucky, and particularly Sections 66.011 et. seq. of the Kentucky Revised Statutes, as amended (the “Act”), a city or a county may issue bonds or notes, subject to the requirements of the Act, to refund outstanding bonds, notes, or obligations issued to pay all or any portion of the costs of any public project that such city or county is authorized to acquire, improve, or construct; and

WHEREAS, the City, the County, Bureau, the Corporation, and the Sports Commission (collectively, the “Project Participants”) have determined that the present conditions of the municipal market are more favorable than at the time the 2010B Bonds were issued and that it is therefore advantageous and in the best interests of the Project Participants for the City to proceed with the issuance of its General Obligation Refunding Bonds, Series 2020B in the approximate principal amount of \$2,945,000 (which amount may be increased by up to \$295,000 or decreased by any amount) (the “Bonds”) to refund the 2010B Bonds maturing on or after June 1, 2021 and enable the Project Participants to realize debt service savings; and

WHEREAS, in conjunction with the refunding of the 2010B Bonds, the County shall issue to the City its General Obligation Refunding Note, Series 2020B in an aggregate principal amount equal to 50% of the aggregate principal amount of the Bonds (the “Refunding Note”); and

WHEREAS, it is further necessary and desirable in connection with the plan of refunding for the Project Participants to enter into an Amended and Restated Interlocal Cooperation Agreement (the “2020 Interlocal Agreement”), subject to approval by the Commonwealth of Kentucky’s Office of the Attorney General or Department for Local Government, to amend certain

references in the 2019 Interlocal Agreement to the 2010B Bonds to mean the Bonds and any obligations issued to refund the Bonds; and

WHEREAS, the City desires to now proceed with the plan of refunding the 2010B Bonds maturing on or after June 1, 2021 through the issuance of the Bonds to be sold and awarded to the successful bidder (the “Purchaser”) at public, competitive sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky, as follows:

Section 1. Necessity, Authorization, and Purpose. The City hereby declares that it is necessary to issue and authorizes the issuance of its General Obligation Refunding Bonds, Series 2020B, in an aggregate principal amount of \$2,945,000, subject to a permitted adjustment (the “Permitted Adjustment”) increasing the principal amount of Bonds awarded to the Purchaser thereof by up to \$295,000 or decreasing the principal amount of the Bonds award to the Purchaser thereof by any amount, for the purpose of (i) refunding the 2010B Bonds maturing on or after June 1, 2021 and (ii) paying the costs of issuance of the Bonds.

Notwithstanding anything contained in this Bond Ordinance to the contrary, only \$2,945,000 of Bonds shall be offered for sale in accordance with the provisions hereof, and the determination of the best bids for the Bonds shall be made on the basis of all bids submitted for exactly \$2,945,000 principal amount of Bonds; provided however, the Permitted Adjustment is reserved in the City hereunder, with such increase or decrease to be made in any principal maturity so that the total principal amount of Bonds awarded to the best bidder may be a maximum of \$295,000 or a minimum of any amount. In the event of any such Permitted Adjustment, no rebidding or recalculation of a submitted bid will be required or permitted; the price at which such adjusted principal amount of Bonds will be sold shall be at the same price per \$1,000 of Bonds as the price per \$1,000 of the \$2,945,000 of Bonds bid.

Section 2. Form of Bonds. The Bonds shall be issued as fully registered Bonds, shall be designated “General Obligation Refunding Bonds, Series 2020B”, shall express upon their faces the purpose for which they are issued, that they are issued under the Act and shall be substantially in the form set forth in Annex A attached hereto.

The Bonds shall be in denominations as requested by the Purchaser, which shall be in integral multiples of five thousand dollars (\$5,000). The Bonds shall each be dated their date of initial issuance and delivery, or such other date as is determined in an Award Certificate accepting the bids of the Purchaser (the “Award Certificate”) to be executed by the Mayor on the date of the sale of the Bonds.

Interest on the Bonds shall be payable each June 1<sup>st</sup> and December 1<sup>st</sup> (an “Interest Payment Date”), commencing December 1, 2020, at the stated interest rate or rates on the principal amount thereof.

The Bonds shall be serial or term Bonds maturing or subject to mandatory sinking fund redemption on June 1, 2021 and each June 1<sup>st</sup> thereafter in the years and in the amounts to be established in the Award Certificate after advertised competitive sale of the Bonds based on the interest rates set forth in the successful bid (the “Bid”) and the provisions of this Section 2,

provided that the final maturity date of the Bonds shall be as set forth in the Award Certificate but shall be no later than June 1, 2026. The interest rate or rates on the Bonds shall be determined in the Award Certificate based on the Bid; provided that the true interest cost of the Bonds shall not exceed six percent (6.0%).

The Bonds shall not be subject to optional redemption prior to their respective maturities.

At least thirty days before the optional or mandatory sinking fund redemption date of any Bonds, U.S. Bank National Association (the "Paying Agent and Registrar") shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive series, number, or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

Notwithstanding the foregoing, any such redemption may be conditioned upon funds being deposited with the Paying Agent and Registrar on or before the applicable redemption date in an amount sufficient to carry out such redemption. A failure to make such deposit shall not constitute an event of default under this Resolution and the redemption in such event shall be cancelled. If the City knows in advance of an applicable redemption date that the necessary deposit will not occur, the City shall notify the Paying Agent and Registrar with instructions to give notice to the registered holders of the cancellation of the redemption.

Section 3. Execution and Delivery. The Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the City Clerk (which, together with any other person as may be authorized by resolution are referred to as "Designated Officers") and shall have the seal of the City or a facsimile thereof affixed thereto. Additionally, the Bonds shall bear the manual authenticating signature of the Paying Agent and Registrar. The Designated Officers are further authorized and directed to deliver the Bonds to the Purchaser to the County, upon the terms and conditions provided herein, in the Award Certificate and in the Bid for the Bonds, receive the proceeds therefor, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale, and delivery of the Bonds.

The City authorizes and directs the Paying Agent and Registrar to authenticate the Bonds and to deliver the Bonds to the Purchaser upon payment of the purchase price thereof.

Section 4. Payment. Payment of or on account of the interest on and principal of the Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records as the registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid.

Section 5. Filing. The Designated Officers are hereby authorized to undertake and cause all filings of notices or information which may be required by law to be filed by the City with respect to the Bonds, including without limitation the filing with the State Local Debt Officer required by law.

Section 6. Bond Payment Fund; Payment of Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the City to be known as the “City of Paducah, Kentucky General Obligation Refunding Bonds, Series 2020B Bond Payment Fund” (the “Bond Payment Fund”), into which the City covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit (i) all amounts received from the Bureau and the County under the 2020 Interlocal Agreement, (ii) all payments received under the Refunding Note and, (iii) from the Sinking Fund (hereinafter defined), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Bonds on such Interest Payment Date. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on, the Bonds to the registered owner of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Fund with respect to the Bonds.

If the City shall fail or refuse to make any required deposit in the Bond Payment Fund from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the City to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Bonds or its assignee, and shall disburse all funds so collected to the owners of the Bonds as payment of the Bonds.

Section 7. General Obligation. The Bonds shall be full general obligations of the City and, for the payment of the Bonds, and the interest thereon, the full faith, credit and taxing power of the City are hereby pledged for the prompt payment thereof. During the period the Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as due, it being hereby found and

determined that current tax rates are within all applicable limitations. The tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of the years are certified, extended and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the City are available for the payment of the Bonds, including amounts available under the Interlocal Agreement, and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Section 8. Maintenance of Sinking Fund. Pursuant to Ordinance No. 2001-5-6353 adopted by the City Commission of the City (the “2001 General Obligation Ordinance”), there has heretofore been established a sinking fund (the “Sinking Fund”), which is hereby ordered to be continued and maintained as long as any of the Bonds shall remain outstanding. The funds derived from the tax levy required by Section 7 hereof or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and Tax-Supported Leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to the Bond Payment Fund at the times and in the amounts required by Section 6 hereof.

Section 9. Pledge of Amounts Received Under the 2020 Interlocal Agreement and Refunding Note to Payment of Bonds. In addition to the pledge of the full faith, credit, and taxing power of the City and the levy of an annual tax sufficient to pay the principal of and interest on the Bonds when and as due, the City hereby unconditionally and irrevocably pledges the totality of (i) amounts to be received by the City from the County and the Bureau under the 2020 Interlocal Agreement during the period that any of the Bonds are outstanding and (ii) amounts received under the Refunding Note.

All sums collected by the City from the Bureau and the County under the 2020 Interlocal Agreement and from the County under the Refunding Note shall be immediately deposited in the Bond Payment Fund and held separate and apart from all other funds of the City. Amounts and shall be used solely to pay the principal of, interest on, and redemption premium of the Bonds as and when the same shall be due and payable, whether at maturity or upon the earlier redemption thereof.

Section 10. Sale of Bonds; Award Certificate. The Designated Officers are hereby directed to sell the Bonds to the Purchaser at advertised competitive sale, the final principal amount of, the principal amortization of and the interest rate or rates on the Bonds to be established in accordance with the requirements of Sections 1 and 2 hereof by adoption of the Award Certificate. The Mayor of the City is hereby authorized to execute the Award Certificate establishing the terms of the Bonds described herein without any further action by the City Commission.

Section 11. Bonds Registered Owners; Transfer; Exchange. As long as the Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall maintain an office for the Registration of such Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Bonds, as set forth in the registration

books maintained by the Paying Agent and Registrar on the fifteenth day preceding the an Interest Payment Date, or its assignees, for purposes of this Ordinance, to the extent of its interest, shall be treated as the owner of the applicable Bonds and shall be entitled to all rights and security of the owner of the Bonds hereunder.

Upon surrender for registration of transfer of Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Bonds of the same series of any authorized denomination and of a like tenor and effect.

All Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Bonds of the same series of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Bonds in accordance with the provisions of this Section. Every such exchange or transfer of Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Section 12. Disposition of Proceeds of Bonds. The proceeds of the sale of the Bonds shall be deposited, together with other available funds, as follows: (a) accrued interest, if any, shall be deposited to the Bond Payment Fund created in Section 6 hereof; (b) an amount sufficient to refund the 2010B Bonds maturing on or after June 1, 2021 shall be deposited to the Bond Payment Fund established by the ordinance authorizing the 2010B Bonds; and (c) the remainder of the proceeds shall be deposited to a special cost of issuance fund hereby directed to be established and designated as the "City of Paducah, Kentucky General Obligation Refunding Bonds, Series 2020B Cost of Issuance Fund" (the "Cost of Issuance Fund") and used to pay the costs of issuing the Bonds.

Section 13. Approval and Authorization of 2020 Interlocal Agreement. The City hereby approves the 2020 Interlocal Agreement in substantially the form attached hereto as Annex B and made a part hereof. It is hereby found and determined that the 2020 Interlocal Agreement is to be entered into in furtherance of proper public purposes of the City and in accordance with the provisions of the Interlocal Act. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the 2020 Interlocal Agreement for the purposes therein specified, and the execution and delivery of the 2020 Interlocal Agreement is hereby authorized and approved. The Mayor and Clerk of the City are hereby authorized to execute the 2020 Interlocal Agreement, together with such other agreements, instruments, or certifications which may be necessary to accomplish the transactions contemplated by the 2020 Interlocal Agreement with such changes in the 2020 Interlocal Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the officials executing the same on behalf

of the City. The approval of such changes by the officials, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such 2020 Interlocal Agreement by such officials.

Section 14. Further Actions. In connection with the undertaking and implementation by the City of the plan of refunding herein described, which is hereby expressly directed, the Designated Officers are hereby authorized and directed to take and carry out such further necessary, desirable or appropriate actions to effect such plan of refunding.

Section 15. Discharge of Ordinance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Ordinance, then the pledges made under this Ordinance, and all covenants, agreements, and other obligations of the City hereunder, shall thereupon cease, terminate, and become void and be discharged and satisfied.

Section 16. Designation of Bonds. The Bonds shall not constitute “qualified tax-exempt obligations” for the purposes of § 265(b)(3) of the Internal Revenue Code of 1986, as amended. The City anticipates issuing more than \$10,000,000 of “qualified tax-exempt obligations” during calendar year 2020.

Section 17. Severability. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 18. Inconsistent Actions. All prior ordinances, resolutions, orders, or parts thereof inconsistent herewith are hereby repealed.

Section 19. Open Meetings Compliance. All meetings of the City Commission and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 20. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND PUBLICLY READ ON FIRST READING on July 28, 2020.

PUBLICLY READ, ADOPTED, AND APPROVED ON SECOND READING, on August 11, 2020.

CITY OF PADUCAH, KENTUCKY

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of an Ordinance duly enacted by the City Commission of the City at a duly convened meeting held on the August 11, 2020, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand and the seal of the City as of August 11, 2020.

By: \_\_\_\_\_  
City Clerk

[SEAL]

ORD\FINANCE\2020B Bonds – Refund 2010B

ANNEX A  
TO  
BOND ORDINANCE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”) to issuer or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

COMMONWEALTH OF KENTUCKY  
CITY OF PADUCAH, KENTUCKY  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020B

No. R-[ ] \$[ ]

INTEREST RATE	DATE OF ORIGINAL ISSUE	MATURITY DATE	CUSIP
[ ]%	[ ]	June 1, 20[ ]	[ ]

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Paducah, Kentucky (the “City”), for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on the principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each June 1 and December 1, commencing December 1, 2020, at the Interest Rate per annum identified above, calculated on the basis of a 360 day year with 30-day months, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the designated corporate trust office of U.S. Bank National Association, Louisville, Kentucky, or any successor (the “Paying Agent and Registrar”) or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This Bond is one of an issue of Bonds of like tenor and effect, except as to denomination and maturity, numbered from R-1 upward, inclusive, of the denomination of \$5,000 or any integral multiple thereof originally aggregating [ ] Dollars (\$[ ]) in principal amount, issued for

the purpose of (i) refunding in advance of maturity the outstanding City of Paducah, Kentucky General Obligation Refunding Bonds, Series of 2010B (the “2010B Bonds”), the proceeds of which were used to refinance the costs of the expansion of the Julian Carroll Convention Center and to construct the Four Rivers Center for the Performing Arts (collectively, the “Project”) and (ii) paying the costs of issuance of the Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the City Commission of the City on August 11, 2020 (the “Bond Ordinance”) upon the affirmative vote of at least a majority of the members of its City Commission at a public meeting duly and regularly held, and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Bond and the issue of which it forms a part is a general obligation of the City and the full faith, credit, and taxing power of the City are pledged to the payments due hereunder. THIS BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT, AND TAXING POWER OF THE CITY. This Bond is further secured by all amounts received or to be received by the City (i) from pledged transient room taxes dedicated to the Bonds under an Amended and Restated Interlocal Cooperation Compact dated as of [Interlocal Agreement Date] (the “2020 Interlocal Agreement”) among the City, the County of McCracken, Kentucky (the “County”), the Paducah Convention and Visitors Bureau f/k/a the Paducah-McCracken County Convention and Visitors Bureau (the “Bureau”), the Paducah-McCracken County Convention Center Corporation, and the McCracken County Sports Tourism Commission (ii) from the Bureau, the County, and the City under the 2020 Interlocal Agreement and (iii) under a general obligation note (the “2020 Refunding Note”) of the County issued in an aggregate principal amount equal to fifty percent (50%) of the aggregate principal amount of the Bonds and bearing interest at an interest rate or rates equal to the interest rate on the Bonds set forth below.

The Bonds mature on the 1<sup>st</sup> day of June of the following years, in the respective principal amounts and bear interest at the following rates of interest:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
June 1, 2021	\$[_____]	[_____]%
June 1, 2022	\$[_____]	[_____]%
June 1, 2023	\$[_____]	[_____]%
June 1, 2024	\$[_____]	[_____]%
June 1, 2025	\$[_____]	[_____]%
June 1, 2026	\$[_____]	[_____]%

The Bonds shall not be subject to optional redemption prior to their respective maturities.

[Insert any mandatory sinking fund redemption provisions.]

At least thirty days before the redemption date of any Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but

failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

Notwithstanding the foregoing, any such redemption may be conditioned upon funds being deposited with the Paying Agent and Registrar on or before the applicable redemption date in an amount sufficient to carry out such redemption. A failure to make such deposit shall not constitute an event of default under this Resolution and the redemption in such event shall be cancelled. If the City knows in advance of an applicable redemption date that the necessary deposit will not occur, the City shall notify the Paying Agent and Registrar with instructions to give notice to the registered holders of the cancellation of the redemption.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent, or employee, past, present, or future, of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents, or employees is hereby renounced, waived, and released as a condition of and as consideration for the issuance, execution, and acceptance of this Bond.

It is hereby certified that all acts, conditions, and things required to be done, to occur or be performed precedent to and in the issuance of this Bond, or in the creation of the obligations of which this Bond is evidence, have been done, have occurred, and have been performed in regular and due form and manner as required by law; that the faith, credit, and taxing power of the City are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Bond as it falls due and to provide for the redemption of this Bond at maturity or upon earlier redemption.

IN WITNESS WHEREOF, the City has caused this Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its City Clerk and an impression or facsimile of the City's seal to be imprinted hereon, as of the date set forth above.

[SEAL]

CITY OF PADUCAH, KENTUCKY

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds described hereinabove.

\_\_\_\_\_  
Authorized Signature  
U.S. Bank National Association  
Paying Agent and Registrar

Date of Authentication: \_\_\_\_\_

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Louisville, Kentucky, regarding the issue of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the issue and a copy of which is on file with the undersigned.

\_\_\_\_\_  
City Clerk

[FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

\_\_\_\_\_ (please print or typewrite social security number or other identifying number and name and address of transferee)

the within Bond and does hereby irrevocably constitute and appoint the \_\_\_\_\_  
\_\_\_\_\_ or its successor as Bond Paying Agent and Registrar to transfer the the  
Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Note: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ANNEX B  
TO  
BOND ORDINANCE

FORM OF 2020 INTERLOCAL AGREEMENT

**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT**

This **AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT** (this "Agreement") is made and entered into as of [Effective Date], by and among the **CITY OF PADUCAH, KENTUCKY** (the "City"), the **COUNTY OF McCracken, Kentucky** (the "County"), the **PADUCAH CONVENTION AND VISITORS BUREAU** f/k/a the Paducah-McCracken County Tourist and Convention Commission (the "Bureau") and the **PADUCAH-McCracken County Convention Center Corporation** (the "Corporation") and the **McCracken County Sports Tourism Commission** (the "Sports Commission").

**WITNESSETH:**

**WHEREAS**, the parties entered into an Interlocal Cooperation Agreement on August 26, 2019 (the "Prior Agreement") pursuant to the provisions of KRS 65.210 to 65.300 for the purpose of establishing their respective rights and responsibilities with respect to tourism, convention, and recreation activities within the City of Paducah and McCracken County and to further provide for the obligations of the City and the County with respect to their levy, collection, and application of revenues received from the City Room Tax and the County Room Tax (as defined therein) respectively, including the use of such revenues to pay debt service on indebtedness incurred by the City to foster tourism, convention, and recreation activities with the City of Paducah and McCracken County; and

**WHEREAS**, the City desires to refinance a portion of the indebtedness reflected in the Prior Agreement and therefore the parties wish to amend and restate the Prior Agreement pursuant to KRS 65.210 to 65.300 to extend the requirements of the Prior Agreement regarding the City Room Tax and the County Room Tax to financings of the indebtedness referenced therein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AMONG THE PARTIES, IT IS AGREED AS FOLLOWS:**

**ARTICLE I - THE BUREAU**

**Section 1.1 - County Withdrawal.** The McCracken County Fiscal Court, by its own unilateral action, will take official action to withdraw from the jointly-created Paducah-McCracken County Tourist and Convention Commission, effective October 1, 2019.

**Section 1.2 - City Acceptance.** Upon notice of the County's withdrawal, the City will pass a city ordinance to accept and assume the current and existing Bureau, along with all of its assets, liabilities, and employees, and establish it as the Paducah Convention and Visitors Bureau. The City will repeal, amend, and/or revise its ordinances, resolutions, and all amendments and supplements thereto governing its relationship with the Bureau to reflect its sole sponsorship thereof, and will continue its awarding-winning and accredited work promoting recreational, convention, and tourist activities.

**Section 1.3 - Legal Entity.** As the Bureau is already established and exists with taxpayer identification numbers and all other corporate formalities, it is the express intent of the parties that the status of the legal entity shall not change. The City's revised ordinances will reflect acceptance of the same board members, same employees, same personnel and employment benefits, same contracts, same vendors, same assets, and same liabilities as are currently held by the Bureau. The only changes will be that future board members will be appointed by the City only, in compliance with state statutes, and funded by the City Room Tax, in compliance with state statutes.

**Section 1.4 - Purpose.** The Bureau will continue to undertake any activity permitted by statute, and will continue its current focus and work on all tourism-related activity in the County, including sports and recreation.

## **ARTICLE II - THE SPORTS COMMISSION**

**Section 2.1 - The Sports Commission.** The McCracken County Fiscal Court did establish the McCracken County Sports Tourism Commission pursuant to KRS 91A.350, et seq.

**Section 2.2 - Purpose.** The Sports Commission may undertake any activity permitted by statute; however, its primary focus will be sports tourism. It will pursue a sports commission accreditation.

**Section 2.3 - Intent to be bound.** The parties intend for the Sports Commission to be bound and be a party to this Agreement.

## **ARTICLE III - DECLARATION OF PUBLIC POLICY**

**Section 3.1 - Declaration.** The parties hereby declare that it is in the best interest of each to cooperate in focusing their tourism; convention, and recreation efforts, and in developing the new sports attractions discussed herein. This is to be declared a public project, for public purposes, as defined in the Kentucky Revised Statutes. In accordance with this declaration, the parties have entered into this Agreement pursuant to the provisions of the Interlocal Act, so that the public policy goals herein may be realized by the parties.

**Section 3.2 - Cooperation and Collaboration.** It is the express intent of the parties that the Bureau, the Sports Commission, and the Corporation shall work cooperatively and shall collaborate on projects related to the attraction, retention, and promotion of tourism, convention, and recreational activities and facilities. The parties agreed that a representative from each shall hold quarterly meetings to discuss cooperation and collaboration. It is anticipated that the Sports Commission and the Bureau will discuss the possibility of the Bureau initially mentoring the Sports Commission as it begins its program of work and management. However, nothing in this paragraph or agreement is intended to alter the Kentucky statutory framework (KRS 91A.350 through KRS 91A.390) of management of either the City's Bureau or the County's Sports Commission.

**Section 3.3 - City's Current Request for Qualification.** The City has advertised a Request for Qualifications for the Development of Athletic Fields and Associated Facilities to develop designs for construction. This RFQ notes that that the working designs/plans must be acceptable to the City and the County with a working group including both City and County representatives. The Sports Commission will also be included.

**Section 3.4 - Sports Complex.** The parties agree that the Sports Commission will pursue the long term development, design, construction, operation, maintenance, sales and marketing of tournament worthy sports facilities which will attract out-of-town tourists to our community. It is anticipated that the Sports Commission will consider, with input from the parties, both the short term and long term development and/or purchase of facilities which could service the tourism aspects of the following sports, including but not limited to, baseball, soccer, softball and volleyball (alphabetically and not in priority.)

**ARTICLE IV - COUNTY ROOM TAX**

**Section 4.1 - County Room Tax.** The Fiscal Court of the County shall take all actions necessary to cause the County to levy the County Room Tax on all Room Rents within the County's jurisdictional boundaries during the term of this Agreement. For so long as this Agreement is in effect, all County Room Tax Revenues shall be applied as follows:

- 33.33% (constituting Convention Center Room Tax Revenues) shall be deposited in the Bond Payment Fund in accordance with ARTICLE VII hereof;
- 16.67% shall be transferred to a convention center operating in McCracken County and designated by the McCracken County Fiscal Court as the County Convention Center; and
- 50.00% shall be transferred to the Sports Commission and applied by the Sports Commission for the purposes set forth herein.

<b>Agency</b>	<b>Transient Room Tax</b>	<b>Distribution Percentage</b>
McCracken County Sports Tourism Commission	3%	50%
Convention Center and Fine Arts Center Escrow Account	2%	33.33%
Convention Center operating in McCracken County and designated by the McCracken County Fiscal Court as the County Convention Center	1%	16.67%
<b>Totals</b>	<b>6%</b>	<b>100%</b>

Notwithstanding any other provision of this Agreement, the County shall levy, collect, and apply the Convention Center Room Tax as set forth herein for so long as any Bond issued by the City is owed by the City or is outstanding.

**ARTICLE V - CITY ROOM TAX**

**Section 5.1 - City Room Tax.** The City shall take all actions necessary to cause the City to levy the City Room Tax on all Room Rents within the City's jurisdictional boundaries during the term of this Agreement. For so long as this Agreement is in effect, all City Room Tax Revenues shall be applied as follows:

- 75.00% shall be transferred to the Bureau and applied by the Bureau as set forth herein; and

- 25.00% shall be transferred to the Corporation and applied by the Corporation for the purposes set forth herein.

<b>Agency</b>	<b>Transient Room Tax</b>	<b>Distribution Percentage</b>
Convention and Visitors Bureau Paducah	3%	75%
Convention Center Corporation	1%	25%
Total	4%	100%

**ARTICLE VI - COLLECTION OF ROOM TAX**

**Section 6.1 - Collection.** The parties agree that the City Room Tax and the County Room Tax will be collected and handled by the McCracken County Treasurer, and enforcement will be handled by the McCracken County Attorney’s office. The McCracken County Treasurer will receive and disburse the City Room Tax Revenues and the County Room Tax Revenues to the designated recipients thereof.

**Section 6.2 - Effective Date.** The parties agree that the effective cut-off date for the distribution of the transient room tax monies pursuant to the 2010 Interlocal Cooperation Compact shall be the 1st day of October, 2019. The parties also acknowledge that there is a two-month lag in the reporting and collection of the current transient room tax revenues. Accordingly, all monies due and owing prior to the effective date must be distributed in the same manner as was done before the imposition of the City Room Tax and the County Room Tax and allocations as set forth herein.

**ARTICLE VII -CURRENT CONTRACTS AND LIABILITIES**

The parties hereby acknowledge and agree that none of the terms described in this Agreement are intended to modify the substance of the existing agreements and arrangements among two or more of the parties regarding the payment of and the security for the Series 2010 Bonds and the Series 2017 Financing Lease. Given, however, that the financial support for the Bureau will change from the County to the City as a result of this Agreement, the parties hereby agree, for the purpose of maintaining such existing agreements and arrangements:

(a) That the rights, duties, and obligations of the County, the City, and the Bureau under the 2010 Interlocal Cooperation Compact are hereby acknowledged and affirmed except to the extent such Compact is hereby amended and supplemented in accordance with the terms of conditions of the immediately following subsection (b). The County, the City, and the Bureau hereby agree and acknowledge that the amendments and supplements contained in the immediately following subsection (b) are not intended to substantively change the obligations of the County, the City, and the Bureau with respect to the funding of Debt Service for the Series 2010 Bonds, but to reaffirm their respective obligations in light of the parties’ actions with respect to the Bureau reflected herein.

(b) That for so long as any Bonds remain outstanding:

(i) The County shall levy the Convention Center Room Tax and shall remit all Convention Center Room Tax Revenues to the City to pay Debt Service for the Bonds. The City shall deposit all Convention Center Room Tax Revenues in the Bond Payment Fund and

shall apply, or shall cause the Paying Agent to apply, all Convention Center Room Tax Revenues to the payment of Debt Service for the Bonds.

(ii) If the sum of Convention Center Room Tax Revenues deposited in the Bond Payment Fund five Business Days before any Debt Service Payment Date are insufficient to pay Debt Service on the immediately following Debt Service Payment Date, the City, the County, and the Bureau shall each deposit monies in the Bond Payment Fund, or cause monies to be deposited in the Bond Payment Fund, in amounts equal to one third of the Deficiency determined as of such date.

(iii) If either the City or the Bureau fails to deposit the full amount required on any date pursuant to subsection (ii) above, the County shall deposit any additional amount needed before the applicable Debt Service Payment Date to permit the Paying Agent to pay the full amount of Debt Service due on such Debt Service Payment Date provided that such payment, when combined when all such prior payments by the County hereunder, do not exceed the principal balance of the County Note.

(c) That the rights, duties, and obligations of the City and the County under the 2017 Interlocal Cooperation Agreement are hereby acknowledged and affirmed with respect to the Series 2017 Financing Lease.

#### **ARTICLE VIII - TERM**

This Agreement will become operational-and will have force and effect-upon its execution and approval by the Attorney General (pursuant to KRS 65.260) and the filing of this Agreement with the McCracken County Clerk. The term of this Agreement will be from its effective date through (and including) the fiscal year end after all Bonds are paid in full, whereupon this Agreement may be deemed terminated.

#### **ARTICLE IX - NON-LIABILITY OF OFFICERS AND EMPLOYEES**

No officer or employee of the City or County may be subjected to any personal liability for any debt or contract created by this Agreement, nor resulting from it.

#### **ARTICLE X - NATURE OF AGREEMENT**

The City and County agree to engage in a joint and cooperative undertaking within only the scope set out in this Agreement. They do not intend to create any relationship of surety or indemnification, nor responsibility for indebtedness, liabilities, or claims incurred by either the City or the County in their governmental operations. Furthermore, the execution of this Agreement will not constitute a waiver of any defense or immunity to which the City or County would otherwise be entitled under any applicable law.

#### **ARTICLE XI - AMENDMENT; TERMINATION**

This Agreement may only be amended or modified only by agreement and joint action of the parties hereto. Termination of the Agreement shall not affect the legal status or standing of the Bureau, Corporation, or Sports Commission, and each shall retain its own assets and property. Notwithstanding the foregoing, this Agreement may not be terminated for so long as any Bond or the Series 2017 Financing Lease are owed or outstanding.

## ARTICLE XII - DEFINITIONS

Capitalized terms used not otherwise defined in this Agreement shall have the following meanings:

“Bond” or “Bonds” means the Series 2010 Bonds and/or any Refunding Bonds.

“Bond Payment Fund” means, with respect to any particular series of Bonds, the bond payment fund established in the ordinance authorizing such series of Bonds. With respect to the Series 2010 Bonds, the “Bond Payment Fund” shall be the “General Obligation Refunding Bonds, Series 2010B Bond Payment Fund” established by the Series 2010 Ordinance.

“City Room Tax” means an aggregate transient room tax levied by the City on Room Rents pursuant to Section 91A.390 of the Kentucky Revised Statutes equal to 4.0% of the amount of such Room Rents.

“City Room Tax Revenues” means all tax revenues generated by the City’s levy of the City Room Tax.

“Convention Center Room Tax” means a transient room tax levied by the County on Room Rents pursuant to Section 91A.390 of the Kentucky Revised Statutes equal to 2.0% of the amount of such Room Rents.

“Convention Center Room Tax Revenues” means all tax revenues generated by the County’s levy of the Convention Center Room Tax.

“County” means the County of McCracken, Kentucky, a county and a political subdivision of the Commonwealth of Kentucky.

“County Room Tax” means an aggregate transient room tax levied by the County on Room Rents pursuant to Section 91A.390 of the Kentucky Revised Statutes equal to 6.0% of the amount of such Room Rents. The County Room Tax shall include the Convention Center Room Tax.

“County Room Tax Revenues” means all tax revenues generated by the County’s levy of the County Room Tax.

“County Refunding Note” means any promissory note issued by the County and payable to the City in connection with the whole or partial refinancing of the Series 2010 Bonds or the refinancing of any other bond issued by the City to wholly or partially refinance the indebtedness initially represented by the Series 2010 Bonds.

“County Note” means the County Series 2010 Note and/or any County Refunding Note.

“County Series 2010 Note” means the County of McCracken, Kentucky General Obligation Refunding Note, Series 2010.

“Debt Service” means all principal of and accrued interest payable on any Bonds in accordance with their terms or the terms of their authorizing ordinance.

“Debt Service Payment Date” means the date of any scheduled payment of principal or interest for any Bonds.

“Deficiency” means, with respect to any Debt Service Payment Date, the difference between the Debt Service Due on such Debt Service Payment Date and the amount of Convention Center Room Tax Revenues deposited in the Bond Payment Fund on the relevant date of determination.

“First Amendment to Interlocal Cooperation Compact” means the First Amendment to Interlocal Cooperation Compact dated as of July 1, 2010, by and among the County, the City, the Bureau, and the Corporation.

“Interlocal Act” means Sections 65.210 through 65.300 of the Kentucky Revised Statutes.

“Paying Agent” means the paying agent appointed by the City to serve in that capacity in connection with a particular series of Bonds. With respect to the Series 2010 Bonds, the “Paying Agent” is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

“Refunding Bonds” means any bonds issued by the City in connection with the whole or partial refinancing of the Series 2010 Bonds or the refinancing of any other bond issued or incurred by the City to wholly or partially refinance the indebtedness initially represented by the Series 2010 Bonds.

“Room Rents” means the revenue produced by the rental by any person, company, corporation, or like or similar person of a suite, room, or rooms subject to taxation pursuant to Section 91A.390 of the Kentucky Revised Statutes.

“Series 2010 Bonds” means the City of Paducah, Kentucky General Obligation Refunding Bonds, Series 2010 outstanding as of the date hereof in an aggregate principal amount of \$3,610,000.

“Series 2010 Ordinance” means Ordinance No. 2010-7-7714 adopted by the City Commission of the City of Paducah, Kentucky on July 27, 2010.

“Series 2017 Financing Lease” means the General Obligation Lease Agreement dated as of January 24, 2017, by and between the City, as lessee, and Community Financial Services Bank, as lessor (“Financing Lessor”) in an original principal amount of \$3,000,000.

“2001 Interlocal Cooperation Compact” means the Interlocal Cooperation Compact dated as of June 1, 2001, by and among the County, the City, the Bureau, and the Corporation.

“2010 Interlocal Cooperation Compact” means the 2001 Interlocal Cooperation Company, as amended and supplemented by the First Amendment to Interlocal Cooperation Compact.

“2017 Interlocal Cooperation Agreement” means the Interlocal Cooperation Agreement dated as of January 1, 2017, by and between the City and the County governing the Series 2017 Financing Lease.

### **ARTICLE XIII - MISCELLANEOUS**

This Agreement will be binding upon the parties hereto and upon their respective permitted successors and transferees.

Nothing expressed or implied herein is intended or may be construed to confer upon any person, firm, or corporation-other than the parties hereto and the Financing Lessor-any right,

remedy, or claim by reason of this Agreement or any term hereof. All terms contained herein will be for the sole and exclusive benefit of the parties hereto, their successors and permitted transferees, and the Financing Lessor.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

If one or more provisions of this Agreement (or the applicability of any such provisions, for any set of circumstances), is determined invalid or ineffective for any reason, such a determination may not affect the validity and enforceability of the remaining provisions of this Agreement. If any provisions are found to be invalid or ineffective for a specific set of circumstances, they may not be rendered invalid or ineffective for any other set of circumstances.

This Agreement may be executed in one or more counterparts. When each party hereto has executed at least one counterpart, this Agreement will become binding on all parties. Such counterparts will be deemed to be one and the same document with this Agreement.

This Agreement amends and restates the Original Agreement in its entirety and as of the date hereof the Original Agreement shall be of no force or effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF PADUCAH, KENTUCKY,  
Authorized by Action of the City  
Commission on \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Brandi Harless, Mayor

Have seen and approved as to form:

\_\_\_\_\_  
City Attorney Glenn D. Denton

COUNTY OF MCCRACKEN, KENTUCKY,  
Authorized by Action of the Fiscal Court of  
McCracken County on \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Craig Z. Clymer, Judge Executive

Have seen and approved as to form:

\_\_\_\_\_  
County Attorney Samuel G-R Clymer

PADUCAH CONVENTION AND VISITORS  
BUREAU f/k/a the Paducah-McCracken  
County Tourist and Convention  
Commission, Authorized by Action of the  
Board of Commissioners on \_\_\_\_\_,  
2020

By: \_\_\_\_\_  
Glenn Denton, Chair

Have seen and approved as to form:

\_\_\_\_\_  
CVB Attorney Elizabeth A. Wienke

PADUCAH-MCCRACKEN CONVENTION  
CENTER CORPORATION, Authorized by  
Action of the Board of Commissioners on  
\_\_\_\_\_, 2020

By: \_\_\_\_\_  
Mark Whitlow, Chairman

Have seen and approved as to form:

\_\_\_\_\_  
CCC Attorney Nicholas M. Holland

MCCRACKEN COUNTY SPORTS  
TOURISM COMMISSION, Authorized by  
Action of Board of Commissioner on  
\_\_\_\_\_, 2020

By: \_\_\_\_\_  
Jim Dudley, Chair

Have seen and approved as to form:

\_\_\_\_\_  
Sports Commission Attorney Kent Price

APPROVAL

Office of the Attorney General  
700 Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
(502) 696-5300

This Amended and Restated Interlocal Cooperation Agreement is in proper form and is compatible with the laws of the Commonwealth of Kentucky; therefore, it is approved this \_\_\_\_\_, 2020.

OFFICE OF KENTUCKY ATTORNEY  
GENERAL DANIEL CAMERON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**City of Paducah**  
**General Obligation Bonds, Refunding of Series 2010B**  
**Distribution List & Timeline**



**Complete Email Group**

bharless@paducahky.gov; jarndt@paducahky.gov; jperkins@paducahky.gov; lemmons@dentonfirm.com;  
 lparish@paducahky.gov; michelle@paducahconventions.org; mary@paducah.travel; eweineke@whitlow-law.com;  
 gdenton@dentonfirm.com; sdoolittle@mccrackencountyky.gov; pthompson@mccrackencountyky.gov;  
 mlrawlings@rwbaird.com; hsullivan@rwbaird.com; kmrsic@rwbaird.com; moldiges@rwbaird.com;  
 mdlong@rwbaird.com; aperdue@rwbaird.com; mark.franklin@dinsmore.com; daniel.briscoe@dinsmore.com;

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

  Key date  
  Holiday

Date	Event	Member Responsibility
<b>Week of July 20</b>	<input type="checkbox"/> McCracken County Sports Tourism Commission to approve amended interlocal agreement ( <b>Wednesday, July 22</b> ) <input type="checkbox"/> Send Amended Interlocal Agreement to the Kentucky Attorney General by <b>Friday, July 24</b> <input type="checkbox"/> Documents due to the City of Paducah by <b>Wednesday, July 22</b>	<input type="checkbox"/> CP <input type="checkbox"/> B <input type="checkbox"/> B,CP
<b>Week of July 27</b>	<input type="checkbox"/> First reading of amended interlocal agreement and Note to the City of Paducah by McCracken County Fiscal Court (Monday, July 27) <input type="checkbox"/> Approval of amended interlocal agreement by Convention Center Corporation ( <b>Tuesday, July 28</b> ) <ul style="list-style-type: none"> <li>o Documents due by <b>Tuesday, July 21</b></li> </ul> <input type="checkbox"/> Approval of amended interlocal agreement and First Reading of ordinance by the Paducah City Commission	<input type="checkbox"/> MCFC, CP <input type="checkbox"/> CP <input type="checkbox"/> PCCC
<b>Week of August 3</b>	<input type="checkbox"/> Rating call with Moody's/S&P (TBD) <input type="checkbox"/> Approval of amended interlocal agreement by the Paducah Convention & Visitor's Bureau (TBD)	<input type="checkbox"/> M/SP <input type="checkbox"/> PCVB
<b>Week of August 10</b>	<input type="checkbox"/> Second Reading of the amended interlocal agreement and adoption of Note to the City of Paducah by McCracken County Fiscal Court ( <b>Monday, August 10</b> ) <input type="checkbox"/> Second Reading of the ordinance by the Paducah City Commission ( <b>Tuesday, August 11</b> )	<input type="checkbox"/> CP <input type="checkbox"/> MCFC, CP
<b>Week of August 17</b>	<input type="checkbox"/> Publish Preliminary Official Statement	<input type="checkbox"/> B
<b>Week of August 24</b>	<input type="checkbox"/> Receive approval of amended interlocal agreement by Kentucky Attorney General ( <b>Monday, August 24</b> ) <input type="checkbox"/> Competitive Bond Sale via i-Deal Parity on <b>Tuesday, August 25</b> at 11 AM	<input type="checkbox"/> CP <input type="checkbox"/> CP, B
<b>Week of September 7</b>	<input type="checkbox"/> Closing of Bond Issue	<input type="checkbox"/> B
<b>Week of September 14</b>	<input type="checkbox"/> Bonds callable on <b>Wednesday, September 16</b>	<input type="checkbox"/> B



**City of Paducah**  
**General Obligation Bonds, Refunding of Series 2010B**  
**Distribution List & Timeline**

CP	City of Paducah (Issuer)	BNY	The Bank of New York (Paying Agent)
DS	Dinsmore & Shohl (Bond Counsel)	SP	S&P Global (Rating Agency)
B	Baird (Municipal Advisor)	UW	TBD (underwriter)
MCFC	McCracken County Fiscal Court Paducah Convention & Visitor's	PCCC	Paducah Convention Center Corporation
PCVB	Bureau		

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 28, 2020

**Short Title:** Approve a Budget Amendment in an amount of \$141,000 for Paxton Park Grounds Equipment -  
**J ARNDT**

**Category:** Ordinance

**Staff Work By:** Mark Thompson, James Arndt

**Presentation By:** James Arndt

**Background Information:** Paxton Park Municipal Golf Course is in need of new equipment for the golf course grounds. Bids were taken for the replacement of the equipment in March of 2020. A budget amendment to authorize the purchase was approved at that time. However, due to the COVID-19 pandemic, the purchase was placed on hold until FY21. The purchase is now ready to move forward and a budget amendment is now needed in FY21 to move \$141,000 from the Fleet Trust Fund fund balance to the Fleet Trust Fund in order to make it available for the purchase of new mowers and equipment for Paxton Park.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approve the Budget Amendment.

**Attachments:**

1. budget amend 2020-21 - August 2020 (1st Amendment)

ORDINANCE NO. 2020-\_\_\_\_\_-\_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.”

WHEREAS, Paxton Park Golf Course needs new equipment for the maintenance of the golf course grounds; and

WHEREAS, Ordinance No. 2020-3-8624 was adopted by the Paducah Board of Commissioners to authorize the transfer of funds for the purchase of said equipment; and

WHEREAS, due to the COVID-19 pandemic, the purchase was put on hold; and

WHEREAS, funds now need to be transferred into an appropriate account for the purchase in the new Fiscal Year 2021 budget for expenses related to the purchase of new equipment for Paxton Park Golf Course; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2021 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations:

- Transfer \$141,000 from the FY2020 Fleet Trust Fund Fund Balance to the Fleet Trust Fund.

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

---

Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\finance\budget amend 2020-21 - August 2020 (1<sup>st</sup> Amendment)

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: July 28, 2020

**Short Title:** Adopt an Amendment to the Sign Regulations, Sec. 126-76 (m), to allow electronic signs in the MU and A-1 Districts - **T TRACY**

**Category:** Ordinance

**Staff Work By:** Josh Sommer, Tammara Tracy

**Presentation By:** Tammara Tracy

**Background Information:** The Planning Commission heard and discussed an amendment to the Sign Regulations to allow electronic signs in the Mixed Use District and the A-1 District. A public hearing, which included public notice as required by statute, was held on July 20, 2020 and the Planning Commission adopted the resolution giving its final approval and favorable recommendation to the Board of Commissioners. The proposed text change would allow electronic signs under similar standards as the B-2 district with one additional standard proposed. The additional standard prohibits changing of the message between the hours of 11:00 pm and 5:00 am to prevent any flashing during sleep hours.

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

**If yes, please list the Action Step Item Codes(s):** CI-2 Implement new zoning regulations

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approval

**Attachments:**

1. Text change TXT2020-076 -MU signs
2. Staff Report TXT2020-076 MU Signs
3. Ordinance
4. Final Resolution TXT2020-076 Electronic sign in MU -Signed (1)

## Exhibit I – Text amendment to the Sign Regulations Sec. 126-100(m)

*Editorial Note: New text is underlined and in green. Footnotes are provided for deliberative purposes only, and will not to be included in the final adoption*

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### **Sec. 126-76 (m) Signs authorized for MU and A-1 Zones.**

No sign shall be permitted in the MU zone or A-1 zone except as provided in subsections (e) and (g) and as provided as follows:

- (1) Private directional signs indicating entrance, exit, or location of parking shall be permitted provided such signs do not exceed six square feet in surface area for each sign. The height of such signs shall not be more than 60 inches from the street level. These signs may only be placed on private property and not on public right-of-way. Such signs may only be illuminated indirectly.
- (2) All signs in the MU and A-1 districts shall receive approval by the Planning Commission in accordance with the development plan procedure set forth in section 126-176 of the Code of Ordinances.
- (3) Perforated Signs.
  - a. Perforated signs shall either be 50/50 or 60/40 perforation.
  - b. Perforated signs may be applied to the entire window; however, a perforated sign may not exceed more than 30% of the total façade of a structure.
  - c. Perforated signs may not be applied over any ingress/egress door.
  - d. Perforated signs for a single business are intended to have a single, unifying theme. Perforated signs shall not be directly illuminated from inside the business.
  - e. The total cumulative sign square footage of both wall signs and window signage (whether it is attached, painted, perforated or otherwise recognized as a window sign) shall not exceed a total of 30% of the entire façade.
- (4) Electronic message signs may be erected with Planning Commission approval provided:<sup>1</sup>

  - a. Electronic message signs must have controls in place to prevent flashing when a malfunction or power loss occurs.
  - b. Electronic message signs must contain brightness controls that adjust to the ambient light where the sign is easily readable during daytime hours, but not overbearing at night.
  - c. Such sign shall not exceed twenty-five (25) square feet in area per sign face.
  - d. Such sign shall not exceed six (6) feet from grade.
  - e. Such sign shall be located at least two hundred (200) feet away from grade from any residential structure. The two hundred (200)-foot measurement includes residential structures on the opposite sides of public ways. Said measurements shall be taken

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<sup>1</sup> These standards are the same standards that apply to the B-2 district, except one additional requirement to not change between 11pm and 5am. Added since MU districts are envisioned to have residential uses.

## Exhibit I – Text amendment to the Sign Regulations Sec. 126-100(m)

from the nearest outside wall of the structure. Further, such signs shall not be closer than five (5) feet to any property line unless attached to a building.

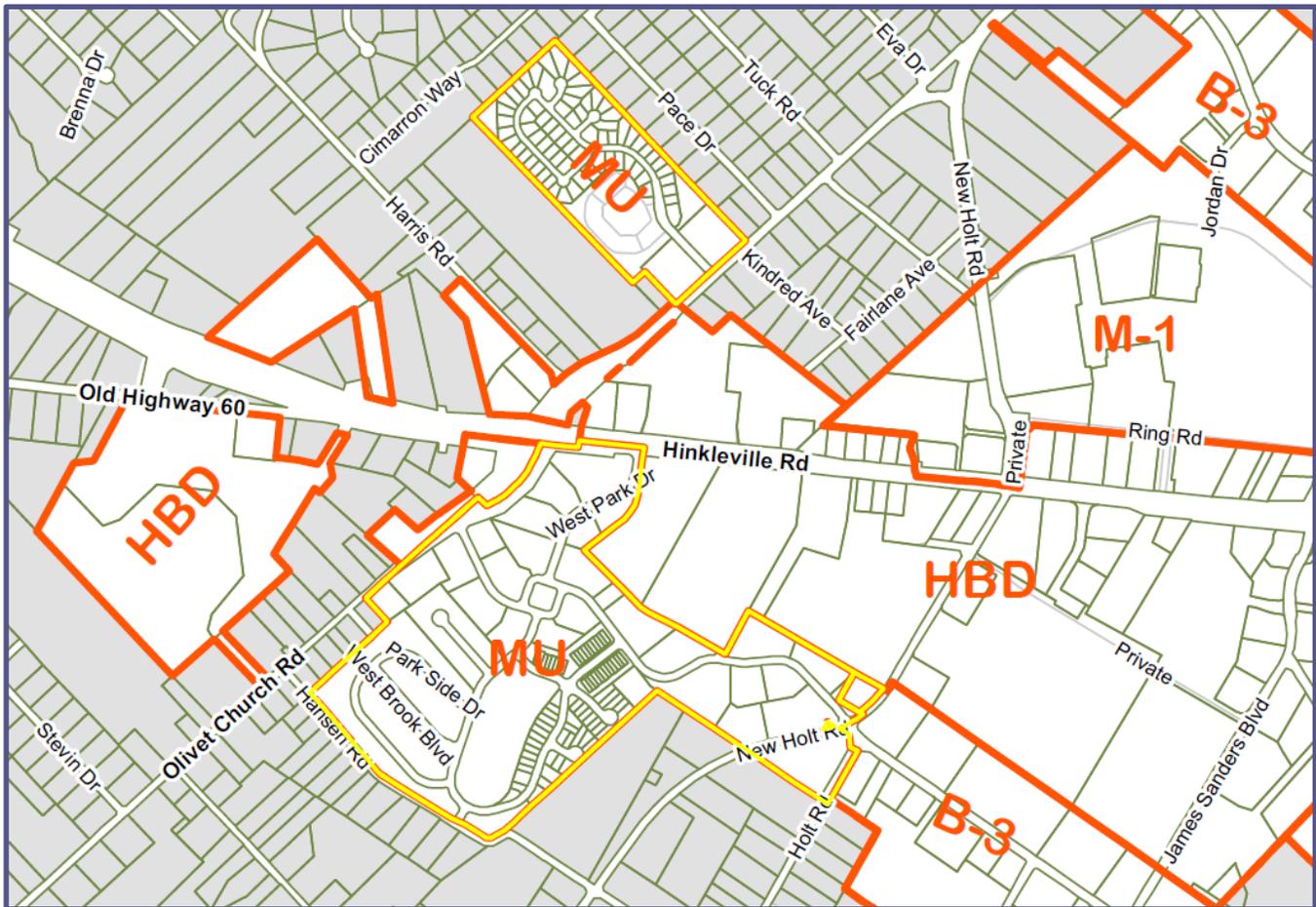
- f. Such sign shall be located on the same lot as the principal building.
  - g. Only one (1) electronic message sign (either freestanding or attached to a building) shall be permitted per lot.
  - h. Such sign shall not flash, change or move from 11 p.m. to 5:00 a.m.
-

CASE NO.	TXT2020-076
TITLE	Amendment to Sign Regulations
SECTION	Section 126-76(m) - Signs authorized for MU and A-1 zones.
DESCRIPTION	Text change to provide for electronic signs in the MU district.

**CONSIDERATIONS**

In response to a recent zone change request, the prohibition of electronic signs in the Mixed Use was requested to be modified.

In contemplating an ordinance change, the first step is to understand the context of any change. The image below displays all of the land in the MU District. The MU District is unique in that residential and commercial uses are contemplated and developed together from the start. Residences are particularly sensitive to nighttime disturbances.



Electronic signs can become problematic to the long term desirability of residential property if not properly located and used. In crafting the change, staff examined how electronic signs are regulated in other districts and then amend what is needed to protect residential uses. The B-2 district which is a general business district that is near residential uses is what this proposed amendment starts with.

Staff explored how the sign standards would relate to the current MU context. Images that follow show the residential uses and their proximity to a likely sign.

The only additional standard proposed is to limit the changing of the message between the hours of 11:00 pm and 5:00 am to prevent any flashing during sleep hours.



RECOMMENDED MOTION

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*I move that the Planning Commission adopt a resolution recommending to the Board of Commissioners that Section 126-76 of the Paducah Zoning Code be amended and adopted in accordance with Exhibit I.*

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ORDINANCE NO. 2020-\_\_\_\_\_-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 126-76  
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH,  
KENTUCKY, PERTAINING TO ELECTRONIC SIGNS IN THE  
MU AND A-1 DISTRICTS**

**WHEREAS**, this Ordinance amends Section 126-76 of the *Code of Ordinances of the City of Paducah, Kentucky*; and

**WHEREAS**, the Paducah Planning Commission is established under Section 82-31 of the Paducah City Code as the planning agency serving the City of Paducah in accordance with KRS 100-117; and

**WHEREAS**, any change to the text of the zoning code must be referred to the Planning Commission before adoption and considered in accordance with KRS 100-211; and

**WHEREAS**, a public hearing was held on July 20, 2020 by the Paducah Planning Commission after advertisement pursuant to law; and

**WHEREAS**, the MU district by design allows both consumer businesses and residential resulting in a compact development pattern with multiple businesses in a shared building, which can lead to limited frontage options for signs; and

**WHEREAS**, Businesses in the MU district, particularly along well-travelled thoroughfares, would benefit from a sign that is able to change messages and potentially serve multiple users; and

**WHEREAS**, appropriate safeguards can and are proposed to protect residential neighbors, particularly at night; and

**WHEREAS**, the Paducah Planning Commission adopted a Resolution on July 20, 2020, favorably recommending to the Paducah Board of Commissioners to amend the Paducah Zoning Code, specifically Section 126-76 pertaining to electronic signs in the MU and A-1 Districts;

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

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

**Sec. 126-76 (m) Signs authorized for MU and A-1 Zones.**

No sign shall be permitted in the MU zone or A-1 zone except as provided in subsections (e) and (g) and as provided as follows:

- (1) Private directional signs indicating entrance, exit, or location of parking shall be permitted provided such signs do not exceed six square feet in surface area for each sign. The height of such signs shall not be more than 60 inches from the street level. These signs may only be placed on private property and not on public right-of-way. Such signs may only be illuminated indirectly.
- (2) All signs in the MU and A-1 districts shall receive approval by the Planning Commission in accordance with the development plan procedure set forth in section 126-176 of the Code of Ordinances.
- (3) Perforated Signs.
  - a. Perforated signs shall either be 50/50 or 60/40 perforation.
  - b. Perforated signs may be applied to the entire window; however, a perforated sign may not exceed more than 30% of the total façade of a structure.
  - c. Perforated signs may not be applied over any ingress/egress door.

- d. Perforated signs for a single business are intended to have a single, unifying theme. Perforated signs shall not be directly illuminated from inside the business.
- e. The total cumulative sign square footage of both wall signs and window signage (whether it is attached, painted, perforated or otherwise recognized as a window sign) shall not exceed a total of 30% of the entire façade.

(4) Electronic message signs may be erected with Planning Commission approval provided:

- a. Electronic message signs must have controls in place to prevent flashing when a malfunction or power loss occurs.
- b. Electronic message signs must contain brightness controls that adjust to the ambient light where the sign is easily readable during daytime hours, but not overbearing at night.
- c. Such sign shall not exceed twenty-five (25) square feet in area per sign face.
- d. Such sign shall not exceed six (6) feet from grade.
- e. Such sign shall be located at least two hundred (200) feet away from grade from any residential structure. The two hundred (200)-foot measurement includes residential structures on the opposite sides of public ways. Said measurements shall be taken from the nearest outside wall of the structure. Further, such signs shall not be closer than five (5) feet to any property line unless attached to a building.
- f. Such sign shall be located on the same lot as the principal building.
- g. Only one (1) electronic message sign (either freestanding or attached to a building) shall be permitted per lot.
- h. Such sign shall not flash, change or move from 11 p.m. to 5:00 a.m.

**SECTION 2.** That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, an provision hereof separable from all other sections, paragraphs and provisions.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 28, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\plan\126-76- Electronic Signs MU A-1

A RESOLUTION CONSTITUTING  
THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION  
ON THE TEXT AMENDMENT TO SECTION 126-76 (M)  
OF THE PADUCAH ZONING CODE PERTAINING TO  
ELECTRONIC SIGNS IN THE MU AND A-1 DISTRICTS.

**WHEREAS**, the Paducah Planning Commission is established under Section 82-31 of the Paducah City Code as the planning agency serving the City of Paducah in accordance with KRS 100-117;

**WHEREAS**, any change to the text of the zoning code must be referred to the Planning Commission before adoption and considered in accordance with KRS 100-211;

**WHEREAS**, a public hearing was held on July 20, 2020 by the Paducah Planning Commission after advertisement pursuant to law;

**WHEREAS**, the MU district by design allows both consumer businesses and residential resulting in a compact development pattern with multiple businesses in a shared building, which can lead to limited frontage options for signs;

**WHEREAS**, Businesses in the MU district, particularly along well-travelled thoroughfares, would benefit from a sign that is able to changes messages and potentially serve multiple users;

**WHEREAS**, appropriate safeguards can and are proposed to protect residential neighbors, particularly at night; and

**WHEREAS**, this Commission has duly considered said text amendment and has heard and weighed the objections and suggestions of all interested parties who appeared at said hearing.

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

SECTION 1. That this Commission gives its final approval and favorably recommends to the Paducah Board of Commissioners to amend the Paducah Zoning Ordinance, specifically Section 126-76 (m) by the addition of the language that is underscored, to read as follows:

**Sec. 126-76 (m) Signs authorized for MU and A-1 Zones.**

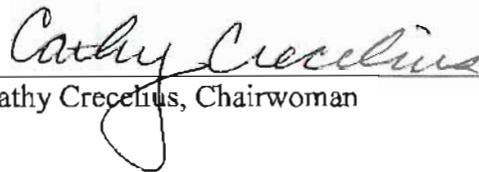
No sign shall be permitted in the MU zone or A-1 zone except as provided in subsections (e) and (g) and as provided as follows:

- (1) Private directional signs indicating entrance, exit, or location of parking shall be permitted provided such signs do not exceed six square feet in surface area for each sign. The height of such signs shall not be more than 60 inches from the street level. These signs may only be placed on private property and not on public right-of-way. Such signs may only be illuminated indirectly.
- (2) All signs in the MU and A-1 districts shall receive approval by the Planning Commission in accordance with the development plan procedure set forth in section 126-176 of the Code of Ordinances.
- (3) Perforated Signs.
  - a. Perforated signs shall either be 50/50 or 60/40 perforation.
  - b. Perforated signs may be applied to the entire window; however, a perforated sign may not exceed more than 30% of the total façade of a structure.
  - c. Perforated signs may not be applied over any ingress/egress door.
  - d. Perforated signs for a single business are intended to have a single, unifying theme. Perforated signs shall not be directly illuminated from inside the business.
  - e. The total cumulative sign square footage of both wall signs and window signage (whether it is attached, painted, perforated or otherwise recognized as a window sign) shall not exceed a total of 30% of the entire façade.

- (4) Electronic message signs may be erected with Planning Commission approval provided:
- a. Electronic message signs must have controls in place to prevent flashing when a malfunction or power loss occurs.
  - b. Electronic message signs must contain brightness controls that adjust to the ambient light where the sign is easily readable during daytime hours, but not overbearing at night.
  - c. Such sign shall not exceed twenty-five (25) square feet in area per sign face.
  - d. Such sign shall not exceed six (6) feet from grade.
  - e. Such sign shall be located at least two hundred (200) feet away from grade from any residential structure. The two hundred (200)-foot measurement includes residential structures on the opposite sides of public ways. Said measurements shall be taken from the nearest outside wall of the structure. Further, such signs shall not be closer than five (5) feet to any property line unless attached to a building.
  - f. Such sign shall be located on the same lot as the principal building.
  - g. Only one (1) electronic message sign (either freestanding or attached to a building) shall be permitted per lot.
  - h. Such sign shall not flash, change or move from 11 p.m. to 5:00 a.m.

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

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

  
Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on July 20, 2020  
R:\Planning\40 Land Use\Boards\PC - URCD\Open Cases\MU text amendment\Resolution TXT2020-076 Electronic sign in MU.docx

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 28, 2020

**Short Title:** Adopt an Amendment to Sec. 126-176 of the Zoning Code to provide for an alternative rezoning approval process, renaming of the section, expanding notice requirements, and reordering and renumbering of the section - **T TRACY**

**Category:** Ordinance

Staff Work By: Tammara Tracy, Josh Sommer

Presentation By: Tammara Tracy

**Background Information:** Under KRS 100 there are two methods for a zone change (also known as a map amendment or rezoning) to become adopted. Currently, our city code and zoning code utilize the traditional method originally established with zoning, in general. The primary purpose of this text amendment to Section 126-176 - Amendments and Development Plans of the Paducah Zoning Code is to adopt the alternative map amendment process as permitted in KRS 100.2111.

Several jurisdictions in the Commonwealth have adopted the alternative map amendment process, including McCracken County, Owensboro, Henderson, Nelson County, Hopkins County and Hardin County. Based on conversations with the Planning Directors of Henderson and Owensboro, it has been successful in those communities.

This alternative map amendment process is faster and more business-friendly yet still provides opportunity for additional review if requested. The alternative map process would save applicants approximately three to four weeks. There are also efficiencies for the city in that non-controversial applications do not unnecessarily fill the agenda of the Board of Commissioners and eliminates all the staff time necessary to facilitate that process.

The difference between the alternative map amendment procedure and the current process is that the Planning Commission's recommendation would automatically become final 21 days after the Planning Commission's decision if no one requests the application to be heard before the Board of Commissioners. The Board of Commissioners would still have the opportunity to call up for hearing any map amendment proposal within 21 days. Furthermore, any aggrieved person could have the proposal heard before the Board of Commissioners by simply making a written request. No justification or specific reason is required.

In addition to the alternative procedure, the opportunity was taken to clean up other issues as well including: renaming the section; reorganizing the section, which is lengthy into smaller subsections; expanding the legal notice parameters and the amount of time given; and to update the language in general.

On July 20, 2020, the Planning Commission considered and gave its final approval and favorable recommendation to these amendments to Sec. 126-176 in accordance with Exhibit A included.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): CI-2 Implement new zoning regulations

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approval

Attachments:

1. Text change Strikethrough DRAFT Sec 126-176 Plan Comm Procedures 2020
2. Text change DRAFT Sec 126-176 Plan Comm Procedures 2020
3. Staff Report TXT2020-006
4. Ordinance
5. Final Resolution for TXT2020-006 Signed (1)

# Exhibit A - Text Amendment Proposal for Sec. 126-176

*Editorial Note: New text is underlined and in green; text to be removed is stricken through and in red. Footnotes are provided for deliberative purposes only, and will not to be included in the final adoption.*

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## **Section 126-176. - ~~Amendments and development plans~~ Planning Commission.<sup>1</sup>**

### **(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 various approval processes and the use of development plans, which may be used for a variety of planning and zoning processes, including map amendments. The Planning Commission in its obligation to promote the public health, safety and general well-being shall consider, but not be limited to, the following in its ~~amendatory and development plan~~ deliberative considerations:

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

### **(b) Public notice.**

- (1) For applications before the Planning Commission, notice shall be mailed at least 20 days before the hearing by first class mail to all property owners surrounding the subject property to a depth of two (2) ownerships or within a radius of 200 feet of the subject property, whichever is greater.<sup>3</sup>
- (2) In accordance with KRS 424, notice shall be published in the newspaper at least 14 days before the hearing.<sup>4</sup>

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<sup>1</sup> Renamed, similar to the Board of Adjustment section, to make the Planning Commission's role and processes more easily located in the Zoning Code.

<sup>2</sup> Requirement applies to more than the development plans, therefore revised.

<sup>3</sup> Subsection moved up. This notice requirement is above that required by state statute. It is intended to provide real opportunity for the public to engage.

(3) In accordance with KRS Chapters 424 and 100, on-site notice shall be posted at least 14 days before the hearing of any zone change (rezoning), subdivision or development plan approval.

**(c) Formal application required.**

To formally request the Commission to consider any action, the applicant shall file a complete application (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.<sup>5</sup>

**(d) Refiling.**

Within a period of twelve (12) months from the date of a negative decision, no tract of land, or any portion thereof, shall be considered for a zone change (rezoning) or for development plan approval with the same proposal, except requests initiated by the Planning Commission or Board of Commissioners, or the Planning Commission grants unanimous permission to resubmit sooner.<sup>6</sup>

**(be) ~~Initiation and actions~~ Procedures required for ~~amendment~~ zone change (rezoning).**

(1) A petition for a map amendment (also refer to as a zone change or rezoning) ~~This Zoning Code, including both the text and the zoning map, may be amended, supplemented, changed, modified or repealed. A proposal for amendment to any zoning regulation~~ may originate with the Planning Commission, or with the ~~City Commission~~ Paducah Board of Commissioners, or with the owner of the property in question.<sup>7</sup> Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.<sup>8</sup>

(2) The Planning Commission shall hold at least one public hearing after proper notice is given in accordance with KRS Chapters 424 and 100 and this code.<sup>9</sup>

(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 21 days after the final decision by the Planning Commission, pursuant to KRS 100.2111. Any aggrieved person, Board of Commissioners or Zoning Administrator may file the request.<sup>10</sup>

(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.<sup>11</sup>

<sup>4</sup> Publication requirement actually stated, eliminating the need to look elsewhere.

<sup>5</sup> Consolidated Subsections 126-176(g)(2) and (h)(2) and moved toward the beginning so it is easily found.

<sup>6</sup> Subsection moved up from 126-76(g)(3) so it is more easily found. Refined application to zone changes and development plans of the same nature.

<sup>7</sup> Per KRS 100.2111 (1)

<sup>8</sup> Per KRS 100.2111 (2)

<sup>9</sup> Per KRS 100.2111 (3)

<sup>10</sup> Per KRS 100.2111 (4)

<sup>11</sup> Per KRS 100.2111 (5)

~~(c) Public notice of proposed amendments.~~

~~(1) The Planning Commission shall then hold at least one public hearing after notice as required by KRS chs. 100 and 424. Planning Commission, shall send copies of the notice to property owners surrounding the proposed zoning change within a radius of 200 feet of the property proposed for a map amendment.~~

~~(2) All procedures for public notice and publication as well as for adoption shall be the same as for the original enactment of a zoning ordinance.~~

**(df) Zone Change (rezoning) - Findings required for granting amendment.**

In accordance with KRS 100.213, to approve any zone change (rezoning), ~~Before any map amendment is granted,~~ the Planning Commission must find that the map amendment is in agreement with the Comprehensive Plan, or, in the absence of such a finding, that ~~one or more of the following apply and such findings shall be recorded in the minutes and records of the Planning Commission and City Commission:~~

- (1) ~~That~~ the original zoning classification given to the property was inappropriate or improper;
- (2) ~~That~~ 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 finding of fact shall be recorded in the minutes and maintained in the records.

**(eg) Variances and conditional use permits.**

The Planning Commission may hear and finally decide applications for variances or conditional use permits pertaining to the same property when filed and scheduled to be heard with a proposed development plan approval application or requires a map amendment application.<sup>12</sup> ~~and one or more variances or conditional use permits.~~ The Planning Commission shall assume all powers and duties otherwise exercised by the Board of Adjustment pursuant to KRS Ch. 100 and this Zoning Code. The applicant for the map amendment may elect to have any variances or conditional use permits for the same development to be heard and finally decided by the Planning Commission at the same public hearing set ~~for the map amendment~~, or by the Board of Adjustment as otherwise provided for by KRS Ch. 100 and this Zoning Code.

**(fh) Development plan requirements.**

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

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

<sup>12</sup> Reworded for clarity.

e. For Mixed Use Developments per section 126-118.

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

- a. Sketch plan. This plan will be used to determine the essential graphic and written materials required for a specific map amendment and those specific actions, such as map amendments, variances or conditional use permits that may be requested of the Planning Commission. The sketch plan may be conceptual but should indicate any site or surrounding features or conditions that may affect the proposed development or surrounding properties or rights-of-way, the proposed buildings, access points, parking and loading areas, landscaping and screening areas, existing and proposed utilities, proposed location for solid waste storage and access to same, and any other conditions on the site or surrounding properties or proposed development features which may affect the development of the site or surrounding properties or rights-of-way. The sketch plan does not have to be detailed or highly finished drawings, but should address the issues and conditions that may be essential to the development.
- b. Preliminary development plan. This plan shall be that plan adopted by the Planning Commission when the Planning Commission favorably recommends a map amendment to the City Commission. The preliminary development plan shall include that information as determined in the pre-application conference. No building permits shall be issued based upon a preliminary development plan.
- c. Final development plan. This plan is, in effect, a final site plan with that level of detail as may be required for obtaining those permits and approvals necessary for construction. It shall include all information required as set forth hereinafter and as necessary for the review of the proposed development and its compliance with any applicable law or regulation, including any previously approved preliminary development plan.

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

- a. **Contents of preliminary development plan.** A preliminary development plan shall contain the following minimum information:
  1. A title block containing the plan name, development plan type (preliminary or final), name and address of applicant, developer and plan preparer, and a written and graphic scale;
  2. The boundary of the subject property and the zoning and owner names for all adjoining property;
  3. Vicinity sketch, oriented in the same direction as the design scheme;
  4. Topography with contour intervals, grid elevations or spot elevations of sufficient detail to generally describe the lay of the land. This requirement may be waived by the city where topographic conditions and features are found not to be necessary to the required development plan reviews and actions;
  5. Location, arrangement, and approximate dimensions of existing and proposed driveways, walkways and parking areas, and arrangement of spaces, dumpster pads, points of ingress and egress, and other vehicular and pedestrian rights-of-way;

6. Location and typical profiles and cross-sections of any proposed or existing streets or deceleration lanes (when deemed necessary) within or abutting the subject property. This requirement may be waived subject to a condition regarding same on the face of the development plan;
7. Screening, landscaping, buffering, recreational and other open spaces;
8. Approximate size, location, height, floor area, area arrangement, and use of proposed and existing buildings and signs;
9. Approximate location of lot lines for projects anticipated to involve land subdivision;
10. Storm drainage areas, floodplain, conceptual drainage controls and storm water retention and any other designated environmentally sensitive or geologic hazard areas;
11. Proposed and existing easements for utilities or other purposes; locations of sanitary sewers including lengths and alignments of laterals;
12. Areas of substantial existing trees including those located along fence rows and drainage areas, along with a general description of the type and size of such trees;
13. A statistical table summarizing all pertinent site data, including site area, zoning, building coverage and floor area, parking, open spaces, etc.;
14. For projects of one acre or more, a note stating that no grading, stripping, excavation, filling or other disturbance of the natural ground cover shall take place unless and until the Department of Engineering and Environmental Services has approved the ~~developer's~~ applicant'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 City Planning Commission. I (We) furthermore understand that buildings permits for construction can only be issued following this plan and that amendments to the plan can be made only by official Commission action";
16. A preliminary development plan certification shall be signed by the Chairman if and when the plan is fully approved, as follows: "I hereby certify that the Development Plan shown hereon has been found to comply with the Zoning Ordinance Regulation for the City of Paducah, Kentucky, with the exception of such variances or other condition of approval, if any, as are noted hereon or in the Minutes of the City Planning Commission and that it has been approved as the official plan."

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

**(g) ~~Map amendment and~~ Development plan procedures.**

**(1) Pre-application conference.**

- a. Prior to any acceptance of a formal application for an amendment, the applicant shall meet informally with ~~city~~ planning staff to determine the following:

1. The effect of the proposed development on the existing neighborhood, traffic patterns, and infrastructure systems;
  2. How the proposed development relates to the comprehensive plan;
  3. The various regulations that may apply to the proposed development;
  4. An explanation of the required contents of the preliminary development plan, and any other required submission of materials; and
  5. An explanation of the amendment process.
- b. At the time of the meeting with the planning staff, the applicant should present a sketch plan, as outlined in subsection (fh)(2)a of this section.

~~(2) Formal application.~~

~~To formally request the Commission to consider action on any zone map amendment and/or preliminary development plan, the applicant shall file a complete application (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. Also the date for the public hearing will be set.~~

~~(3) Refiling. Upon reenacted amendment proposals, the applicant must wait one year before reapplying with the same proposal, unless the Planning Commission grants unanimous permission to resubmit sooner.~~

**(4) Review.** The planning staff shall send the development plan to concerned agencies and interests for their respective technical review. If necessary, or requested by the applicant, the interested parties and technical review bodies may meet together to resolve, if possible, all differences issues and difficulties associated with the development proposal. These meetings will be open to all interested parties, including the public.

**(5) Planning Commission action.** No development plans will be considered for Commission action until they have been reviewed by the appropriate review agencies or and public interests have reviewed the plan.

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

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

**(6) Final development (site) plans procedures.**

- a. Only after the Planning Commission has approved ~~adopted~~ the preliminary development plan, ~~has recommended to the City Commission the zone map amendment~~, and the City Commission appropriate zoning district has been approved by the Board of Commissioners ~~has acted affirmatively on same, if required; then~~ the applicant must present a final development plan as set forth in subsection ~~(f)~~ (h) (2) (c) prior to the issuance of any building permits. ~~City staff will check the~~ The final development plan must be reviewed to ensure ~~and insure~~ that:
1. The plan is in compliance with the preliminary development plan.
  2. The plan is in compliance with the comprehensive plan, the Zoning Code, other city ordinances, regulations or policies, and all other applicable laws and regulations.
  3. Where appropriate, the review agencies may assess the document and forward their comments to the city prior to final development plan approval.
  4. When all final zoning or annexation plans are submitted the applicant shall also make a digital submission ~~which~~ that complies with the regulations of Chapter 102 Section 39 (d) of the Code of Ordinances of the City of Paducah.
- b. If the final development plan complies with this subsection ~~(6) (a) above~~, the Planning Commission Chair will certify on the face of the plan that all ~~planning~~ requirements and applicable conditions have been satisfied.

### **(h) 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 ~~city~~ without further action by the Planning Commission.

#### **(1) Minor amendments defined.**

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

- a. Shall not decrease the overall land area in wards or other open spaces;
- b. Shall not increase building ground area coverage, floor area, or height, or increase the number of dwelling units;
- c. May increase building ground area coverage for accessory buildings; or principal buildings if additions are less than ten percent and additional parking can be provided without disruption to major plan elements;
- d. Shall not change the location or cross section of any street and shall not increase the number or change the location of street access points on arterial or collector streets;
- e. May include a reduction in parking spaces only when an associated reduction in floor area or number of dwelling units would permit a lesser number of minimum required off-street parking spaces than required for the original development plan. To qualify as a minor amendment this reduction may not be less than would be required by the zoning district regulations. For any case where parking in excess of the minimum requirement was provided on the original development plan, that same number of spaces shall be provided in excess of the minimum requirement for the proposed minor amendment plan.

**(2) Procedures for minor amendments.**

~~a. Filing. To request approval of minor amendments to development plans, the developer shall file with the city a completed application form and copies of the plan as required by the terms and conditions of the city's application form.~~

~~b.g. Review.~~ The city shall review the plan for compliance with all applicable requirements and ordinances and shall consult with concerned agencies as appropriate to assure proper plan review. Upon determination that all requirements have been met, city planning staff shall submit its finding to the Planning Commission Chair for certification. If any question arises as to compliance, however, the plan shall be referred to the Planning Commission.

~~e.b. Certification.~~ Upon certification of approval by the Planning Commission Chair, city planning staff shall have copies of the plan prepared and distributed to other public agencies at the expense of the developer and return the original plan tracing to the developer.

**(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 will-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 will-shall complete a certification to be signed and witnessed as follows: "I (We) do hereby certify that I am (we are) the only owner(s) of the property shown hereon and do adopt this as my (our) development plan for the property," which will-shall be required language for all property and affixed to the plans.

**(i) Relationship to subdivision regulations.**

The relationships between development plans and the subdivision regulations are established as follows:

**(1) Applicability of subdivision regulations.**

Although development plans are not subdivision plats, quite often the development plan does indicate a need or intent to subdivide property. For any such development plan, the design and improvement standards contained within the subdivision regulations shall be applied to proposals contained on the development plan.

**(2) Combining plans.**

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

- a. The developer shall meet with city planning staff no later than five working days in advance of the filing deadline to discuss the appropriateness of filing a combined plat.

- b. The plan shall show all information required for a development plan (preliminary or final as appropriate) and all information required for a preliminary subdivision plat as set forth in the subdivision regulations.

**(3) Substitution of plans.**

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

~~(4) Administration. The City Manager shall designate the department and/or city officer responsible for the administration of this section other than those actions and procedures that specifically require Planning Commission or the Chair of the Planning Commission review, action or signature.~~<sup>13</sup>

~~(5) Enforcement. The responsibilities of enforcement of this section shall be as designated by the City Manager.~~<sup>14</sup>

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<sup>13</sup> Redundant, addressed by Sec.126-32

<sup>14</sup> Redundant, addressed by Sec. 126-32

# Final Clean version of Exhibit A

## Text Amendment Proposal for Sec. 126-176

*Footnotes are provided for deliberative purposes only, and will not to be included in the final adoption.*

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### **Section 126-176. - Planning Commission.<sup>1</sup>**

#### **(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 various approval processes and the use of development plans, which may be used for a variety of planning and zoning processes, including map amendments. The Planning Commission in its obligation to promote the public health, safety and general well-being shall consider, but not be limited to, the following in its deliberative considerations:

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

#### **(b) Public notice.**

- (1) For applications before the Planning Commission, notice shall be mailed at least 20 days before the hearing by first class mail to all property owners surrounding the subject property to a depth of two (2) ownerships or within a radius of 200 feet of the subject property, whichever is greater.<sup>3</sup>
- (2) In accordance with KRS 424, notice shall be published in the newspaper at least 14 days before the hearing.<sup>4</sup>

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<sup>1</sup> Renamed, similar to the Board of Adjustment section, to make the Planning Commission's role and processes more easily located in the Zoning Code.

<sup>2</sup> Requirement applies to more than the development plans, therefore revised.

<sup>3</sup> Subsection moved up. This notice requirement is above that required by state statute. It is intended to provide real opportunity for the public to engage.

<sup>4</sup> Publication requirement actually stated, eliminating the need to look elsewhere.

- (3) In accordance with KRS Chapters 424 and 100, on-site notice shall be posted at least 14 days before the hearing of any zone change (rezoning), subdivision or development plan approval.

**(c) Formal application required.**

To formally request the Commission to consider any action, the applicant shall file a complete application (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.<sup>5</sup>

**(d) Refiling.**

Within a period of twelve (12) months from the date of a negative decision, no tract of land, or any portion thereof, shall be considered for a zone change (rezoning) or for development plan approval with the same proposal, except requests initiated by the Planning Commission or Board of Commissioners, or the Planning Commission grants unanimous permission to resubmit sooner.<sup>6</sup>

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

- (1) A petition for a map amendment (also refer to as a zone change or rezoning) may originate with the Planning Commission, or with the Paducah Board of Commissioners, or with the owner of the property in question.<sup>7</sup> Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.<sup>8</sup>
- (2) The Planning Commission shall hold at least one public hearing after proper notice is given in accordance with KRS Chapters 424 and 100 and this code.<sup>9</sup>
- (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 21 days after the final decision by the Planning Commission, pursuant to KRS 100.2111. Any aggrieved person, Board of Commissioners or Zoning Administrator may file the request.<sup>10</sup>
- (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.<sup>11</sup>

**(f) Zone Change (rezoning) - Findings required.**

In accordance with KRS 100.213, to approve any zone change (rezoning), the Planning Commission must find that the map amendment is in agreement 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;

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<sup>5</sup> Consolidated Subsections 126-176(g)(2) and (h)(2) and moved toward the beginning so it is easily found.

<sup>6</sup> Subsection moved up from 126-76(g)(3) so it is more easily found. Refined application to zone changes and development plans of the same nature.

<sup>7</sup> Per KRS 100.2111 (1)

<sup>8</sup> Per KRS 100.2111 (2)

<sup>9</sup> Per KRS 100.2111 (3)

<sup>10</sup> Per KRS 100.2111 (4)

<sup>11</sup> Per KRS 100.2111 (5)

- (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 finding of fact shall be recorded in the minutes and maintained in the records.

### **(g) Variances and conditional use permits.**

The Planning Commission may hear and finally decide applications for variances or conditional use permits pertaining to the same property when filed and scheduled to be heard with a proposed development plan approval application or a map amendment application.<sup>12</sup> The Planning Commission shall assume all powers and duties otherwise exercised by the Board of Adjustment pursuant to KRS Ch. 100 and this Zoning Code. The applicant for the map amendment may elect to have any variances or conditional use permits for the same development to be heard and finally decided by the Planning Commission at the same public hearing set, or by the Board of Adjustment as otherwise provided for by KRS Ch. 100 and this Zoning Code.

### **(h) Development plan requirements.**

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

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

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

- a. Sketch plan. This plan will be used to determine the essential graphic and written materials required for a specific map amendment and those specific actions, such as map amendments, variances or conditional use permits that may be requested of the Planning Commission. The sketch plan may be conceptual but should indicate any site or surrounding features or conditions that may affect the proposed development or surrounding properties or rights-of-way, the proposed buildings, access points, parking and loading areas, landscaping and screening areas, existing and proposed utilities, proposed location for solid waste storage and access to same, and any other conditions on the site or surrounding properties or proposed development features which may affect the development of the site or surrounding properties or rights-of-way. The sketch plan does not have to be detailed or highly finished drawings, but should address the issues and conditions that may be essential to the development.

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<sup>12</sup> Reworded for clarity.

- b. Preliminary development plan. This plan shall be that plan adopted by the Planning Commission when the Planning Commission favorably recommends a map amendment to the City Commission. The preliminary development plan shall include that information as determined in the pre-application conference. No building permits shall be issued based upon a preliminary development plan.
- c. Final development plan. This plan is, in effect, a final site plan with that level of detail as may be required for obtaining those permits and approvals necessary for construction. It shall include all information required as set forth hereinafter and as necessary for the review of the proposed development and its compliance with any applicable law or regulation, including any previously approved preliminary development plan.

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

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

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

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

**(i) Development plan procedures.**

**(1) Pre-application conference.**

- a. Prior to any acceptance of a formal application for an amendment, the applicant shall meet informally with planning staff to determine the following:
  1. The effect of the proposed development on the existing neighborhood, traffic patterns, and infrastructure systems;
  2. How the proposed development relates to the comprehensive plan;
  3. The various regulations that may apply to the proposed development;
  4. An explanation of the required contents of the preliminary development plan, and any other required submission of materials; and
  5. An explanation of the amendment process.
- b. At the time of the meeting with the planning staff, the applicant should present a sketch plan, as outlined in subsection (h)(2)a of this section.

- (3) Review.** The planning staff shall send the development plan to concerned agencies and interests for their respective technical review. If necessary, or requested by the applicant, the interested parties and

technical review bodies may meet together to resolve, if possible, issues and difficulties associated with the development proposal. These meetings will be open to the public.

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

**(5) The Commission may pursue the following action:**

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

**(6) Final development plan procedures.**

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

**(j) Amendments to development plans.**

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

**(1) Minor amendments defined.**

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

- a. Shall not decrease the overall land area in wards or other open spaces;
- b. Shall not increase building ground area coverage, floor area, or height, or increase the number of dwelling units;
- c. May increase building ground area coverage for accessory buildings; or principal buildings if additions are less than ten percent and additional parking can be provided without disruption to major plan elements;
- d. Shall not change the location or cross section of any street and shall not increase the number or change the location of street access points on arterial or collector streets;
- e. May include a reduction in parking spaces only when an associated reduction in floor area or number of dwelling units would permit a lesser number of minimum required off-street parking spaces than required for the original development plan. To qualify as a minor amendment this reduction may not be less than would be required by the zoning district regulations. For any case where parking in excess of the minimum requirement was provided on the original development plan, that same number of spaces shall be provided in excess of the minimum requirement for the proposed minor amendment plan.

**(2) Procedures for minor amendments.**

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

**(3) Content and format of minor amendments.**

Minor amendments shall have the same content and format requirements as the original development plan, except that:

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

**(k) Relationship to subdivision regulations.**

The relationships between development plans and the subdivision regulations are established as follows:

**(1) Applicability of subdivision regulations.**

Although development plans are not subdivision plats, quite often the development plan does indicate a need or intent to subdivide property. For any such development plan, the design and improvement standards contained within the subdivision regulations shall be applied to proposals contained on the development plan.

**(2) Combining plans.**

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

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

**(3) Substitution of plans.**

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

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<sup>13</sup> Redundant, addressed by Sec.126-32

<sup>14</sup> Redundant, addressed by Sec. 126-32



**STAFF REPORT**  
**PADUCAH PLANNING COMMISSION**

CASE NO.	TXT2020-006
TITLE	Alternative Rezoning Procedure
SECTION	Section 126-176. - Amendments and Development Plans.
DESCRIPTION	Text change to provide for: <ul style="list-style-type: none"> <li>• Rename the section “Planning Commission”</li> <li>• Clarify and enhance Legal Notice requirements</li> <li>• Establish alternative process for final adoption of Zone Changes (Rezoning)</li> <li>• Clean up the organization of the section for readability</li> <li>• Correct grammar, citations and references to Board of Commissioners, etc.</li> </ul>

CONSIDERATIONS

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Under KRS 100 there are two methods for a zone change (also known as a map amendment or rezoning) to become adopted. Currently, our city code and zoning code utilize the traditional method originally established with zoning, in general. The primary purpose of this text amendment to *Section 126-176 - Amendments and Development Plans* of the Paducah Zoning Ordinance is to adopt the alternative map amendment process as permitted in KRS 100.2111.

Several jurisdictions in the Commonwealth have adopted the alternative map amendment process, including McCracken County, Owensboro, Henderson, Nelson County, Hopkins County and Hardin County. Based on conversations with the Planning Directors of Henderson and Owensboro, it has been successful in those communities.

This alternative map amendment process is faster and more business-friendly yet still provides opportunity for additional review if requested. The alternative map process would save applicants approximately three to four weeks. There are also efficiencies for the city in that non-controversial applications do not unnecessarily fill the agenda of the Board of Commissioners and eliminates all the staff time necessary to facilitate that process.

STATUTORY REQUIREMENTS KRS 100.2111

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The difference between the alternative map amendment procedure and the current operation is that the Planning Commission’s recommendation would automatically become final 21 days after the Planning Commission’s decision if no one requests the application to be heard before the Board of Commissioners. The Board of Commissioners would still have the opportunity to call up for hearing any map amendment proposal within 21 days. Furthermore, any aggrieved

person could have the proposal heard before the Board of Commissioners by simply making a written request. No justification or specific reason is required.

#### OTHER CHANGES PROPOSED TO SEC. 126-176

Text amendments are not and ideally should not be undertaken superfluously, since the application ripples through the zoning code and nonconformities are triggered and must be tracked. Consequently, when a section is opened up, it is most efficient to take the opportunity to clean-up other issues as well.

Section 126-176 pertains to the activities, considerations and processes of the Planning Commission. The current name of the section is vague and makes it difficult to find the substantial elements contained in the section. Therefore, it is proposed that the section be called *Section 126-176 – Planning Commission*, similar to *Section 126-173 – Board of Adjustment*.

Public notice requirements are minimally established by KRS 100.211 and 212:

- 14 days before the hearing, sign is posted on-site and legal notice is mailed;
- Mailed legal notice goes to adjoining property owners.

More expansive legal notice may be required by a local jurisdiction. Currently, property owners within 200' of any property proposed for a zone change is required. No requirement is articulated for other applications.

Since local mail goes to Evansville for processing, a nearby property owner may not receive the notice until as late as one week before the scheduled hearing. This amount of time is not conducive for public participation, particularly since there is no automatic way to secure a continuance. For the past year as a pilot program, staff has been mailing notices out 20 days in advance of a hearing and supports codifying the added time.

The reorganization of the section is proposed; pulling common but important requirements (e.g. Public notice, Applications, Refiling) into their own subsection. This makes it easier to find and reference, as opposed to the current location buried in the procedural steps.

Other changes include using the proper titles such as Board of Commissioners instead of City Commission and distinguishing planning staff. The Administration and enforcement subsections were deleted since the issue is covered more completely by Sec. 126-32.

#### RECOMMENDED MOTION

*I move that the Planning Commission adopt a resolution recommending to the Board of Commissioners that Section 126-176 of the Paducah Zoning Code be amended and adopted in accordance with Exhibit A.*

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ORDINANCE NO. 2020-\_\_\_\_\_-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 126-176  
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH,  
KENTUCKY, TO PROVIDE FOR AN ALTERNATIVE REZONING  
APPROVAL PROCESS, RENAMING OF THE SECTION,  
EXPANDING NOTICE REQUIREMENTS, AND REORDERING  
AND RENUMBERING OF THE SECTION**

**WHEREAS**, this Ordinance amends Section 126-176 of the *Code of Ordinances of the City of Paducah, Kentucky*; and

**WHEREAS**, any change to the text of the zoning code must be referred to the Planning Commission before adoption and considered in accordance with KRS 100-211; and

**WHEREAS**, a public hearing was held on July 20, 2020 by the Paducah Planning Commission after advertisement pursuant to law; and

**WHEREAS**, KRS 100-2111 provides for an alternative rezoning approval process used successfully by other jurisdictions that implements the Planning Commission decision automatically unless an interested party requests in writing within 21 days for the application to be heard by the Board of Commissioners; and

**WHEREAS**, a quick approval process on noncontroversial rezoning applications saves time and money for the applicant and city staff affording projects to proceed faster; and

**WHEREAS**, public engagement is desired and encouraged; providing adequate notice of land use applications early in the process allows the public a reasonable opportunity to receive accurate information understand the request, and facilitate meaningful dialogue without duress; and

**WHEREAS**, the Paducah Planning Commission adopted a Resolution on July 20, 2020, favorably recommending to the Paducah Board of Commissioners to amend the Paducah Zoning Code, specifically Section 126-176 to provide for an alternative rezoning approval process, renaming of the section, expanding notice requirements, and reordering and renumbering of the section;

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

**SECTION 1.** That Section 126-176, of Chapter 126, Zoning, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

**Section 126-176. – [~~Amendments and development plans~~] 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 various approval processes and the use of development plans, which may be used for a variety of planning and zoning processes, including map amendments. The Planning Commission in its obligation to promote the public health, safety and general well-being shall consider, but not be limited to, the following in its [~~amendatory and development plan~~] deliberative considerations:

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

**(b) Public notice.**

- (1) For applications before the Planning Commission, notice shall be mailed at least 20 days before the hearing by first class mail to all property owners surrounding the subject property to a depth of two (2) ownerships or within a radius of 200 feet of the subject property, whichever is greater.
- (2) In accordance with KRS 424, notice shall be published in the newspaper at least 14 days before the hearing.
- (3) In accordance with KRS Chapters 424 and 100, on-site notice shall be posted at least 14 days before the hearing of any zone change (rezoning), subdivision or

development plan approval.

(c) **Formal application required.**

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

(d) **Refiling.**

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

**(be) [Initiation and actions] Procedures required for [amendment] zone change (rezoning).**

(1) A petition for a map amendment (also referred to as a zone change or rezoning)

[This Zoning Code, including both the text and the zoning map, may be amended, supplemented, changed, modified or repealed. A proposal for amendment to any zoning regulation] may originate with the Planning Commission, or with the [City Commission] Paducah Board of Commissioners, or with the owner of the property in question. Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.

(2) The Planning Commission shall hold at least one 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 21 days after the final decision by the Planning Commission, pursuant to KRS 100.2111. Any aggrieved person, Board of Commissioners or 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.

(c) [Public notice of proposed amendments.

(1) The Planning Commission shall then hold at least one public hearing after notice

as required by KRS chs. 100 and 424. Planning Commission, shall send copies of the notice to property owners surrounding the proposed zoning change within a radius of 200 feet of the property proposed for a map amendment.

(2) ~~All procedures for public notice and publication as well as for adoption shall be the same as for the original enactment of a zoning ordinance.]~~

**(df) Zone Change (rezoning) - Findings required for granting amendment.**

In accordance with KRS 100.213, to approve any zone change (rezoning), [Before any map amendment is granted,] the Planning Commission must find that the map amendment is in agreement with the Comprehensive Plan, or, in the absence of such a finding, that [one or more of the following apply and such findings shall be recorded in the minutes and records of the Planning Commission and City Commission]:

- (1) ~~[That]~~ the original zoning classification given to the property was inappropriate or improper;
- (2) ~~[That]~~ 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 finding of fact shall be recorded in the minutes and maintained in the records.

**(eg) Variances and conditional use permits.**

The Planning Commission may hear and finally decide applications for variances or conditional use permits pertaining to the same property when filed and scheduled to be heard with a proposed development plan approval application or [requires] a map amendment application. ~~[and one or more variances or conditional use permits.]~~ The Planning Commission shall assume all powers and duties otherwise exercised by the Board of Adjustment pursuant to KRS Ch. 100 and this Zoning Code. The applicant for the map amendment may elect to have any variances or conditional use permits for the same development to be heard and finally decided by the Planning Commission at the same public hearing set ~~[for the map amendment]~~, or by the Board of Adjustment as otherwise provided for by KRS Ch. 100 and this Zoning Code.

**(fh) Development plan requirements.**

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

- a. The Planning Commission, as a condition to the granting of any zoning change, shall require the submission of a development plan which, where agreed upon, shall be followed; except for a single principal structure and accessory structures for a single-family dwelling, a duplex dwelling, a triplex dwelling or a four-plex dwelling on a single lot or ownership parcel. As a

further condition to the granting of a zoning change, the Planning Commission shall require that substantial construction be initiated within two years following the enactment of the map amendment, provided that such zoning change shall not revert to its original designation unless there has been a public hearing. The development plan shall be a continuing condition for the area rezoned unless amended as required herein;

- b. When there is a proposal for multiple principal buildings on a single ownership parcel or lot;
- c. The subdivision process may substitute for the development plan process.
- d. For Planned Unit Developments per section 126-70.
- e. For Mixed Use Developments per section 126-118.

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

- a. Sketch plan. This plan will be used to determine the essential graphic and written materials required for a specific map amendment and those specific actions, such as map amendments, variances or conditional use permits that may be requested of the Planning Commission. The sketch plan may be conceptual but should indicate any site or surrounding features or conditions that may affect the proposed development or surrounding properties or rights-of-way, the proposed buildings, access points, parking and loading areas, landscaping and screening areas, existing and proposed utilities, proposed location for solid waste storage and access to same, and any other conditions on the site or surrounding properties or proposed development features which may affect the development of the site or surrounding properties or rights-of-way. The sketch plan does not have to be detailed or highly finished drawings, but should address the issues and conditions that may be essential to the development.
- b. Preliminary development plan. This plan shall be that plan adopted by the Planning Commission when the Planning Commission favorably recommends a map amendment to the City Commission. The preliminary development plan shall include that information as determined in the pre-application conference. No building permits shall be issued based upon a preliminary development plan.
- c. Final development plan. This plan is, in effect, a final site plan with that level of detail as may be required for obtaining those permits and approvals necessary for construction. It shall include all information required as set forth hereinafter and as necessary for the review of the proposed development and its compliance with any applicable law or regulation, including any previously approved preliminary development plan.

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

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

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

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

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

**~~(g)~~ (gi) [Map amendment and] Development plan procedures.**

**~~(1)~~ (1) Pre-application conference.**

- a. Prior to any acceptance of a formal application for an amendment, the applicant shall meet informally with ~~[city]~~ planning staff to determine

the following:

1. The effect of the proposed development on the existing neighborhood, traffic patterns, and infrastructure systems;
  2. How the proposed development relates to the comprehensive plan;
  3. The various regulations that may apply to the proposed development;
  4. An explanation of the required contents of the preliminary development plan, and any other required submission of materials; and
  5. An explanation of the amendment process.
- b. At the time of the meeting with the planning staff, the applicant should present a sketch plan, as outlined in subsection [f] (h)(2)a of this section.

**(2) [Formal application:**

~~To formally request the Commission to consider action on any zone map amendment and/or preliminary development plan, the applicant shall file a complete application (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. Also the date for the public hearing will be set.~~

- ~~(3) [Refiling. Upon reenacted amendment proposals, the applicant must wait one year before reapplying with the same proposal, unless the Planning Commission grants unanimous permission to resubmit sooner.]~~

~~(4) [Review. The planning staff shall send the development plan to concerned agencies and interests for their respective technical review. If necessary, or requested by the applicant, the interested parties and technical review bodies may meet together to resolve, if possible, [all differences] issues and difficulties associated with the development proposal. These meetings will be open to [all interested parties, including] the public.~~

~~(5) [Planning Commission action. No development plan[s] will be considered for Commission action until [they have been reviewed by] the appropriate review agencies or and public interests have reviewed the plan.~~

**(5) The Commission may pursue the following action[s]:**

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

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

**(6) Final development ~~[(site)]~~ plan[s] procedures.**

- a. Only after the Planning Commission has approved ~~[adopted]~~ the preliminary development plan ~~[, has recommended to the City Commission the zone map amendment,]~~ and the ~~[City Commission]~~ appropriate zoning district has been approved by the Board of Commissioners ~~[has acted affirmatively on same,]~~ if required; then the applicant must present a final development plan as set forth in subsection ~~[(f)]~~ (h) (2) (c) prior to the issuance of any building permits. ~~[City staff will check the]~~ The final development plan must be reviewed to ensure ~~[and insure]~~ that:
  - 1. The plan is in compliance with the preliminary development plan.
  - 2. The plan is in compliance with the comprehensive plan, the Zoning Code, other city ordinances, regulations or policies, and all other applicable laws and regulations.
  - 3. Where appropriate, the review agencies may assess the document and forward their comments to the city prior to final development plan approval.
  - 4. When all final zoning or annexation plans are submitted the applicant shall also make a digital submission ~~[which]~~ that complies with the regulations of Chapter 102 Section 39 (d) of the Code of Ordinances of the City of Paducah.
- b. If the final development plan complies with this subsection ~~[(6) (a) above]~~, the Planning Commission Chair will certify on the face of the plan that all ~~[planning]~~ requirements and applicable conditions have been satisfied.

**(h) 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 [city] without further action by the Planning Commission.

**(1) Minor amendments defined.**

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

- a. Shall not decrease the overall land area in wards or other open spaces;
- b. Shall not increase building ground area coverage, floor area, or height, or increase the number of dwelling units;
- c. May increase building ground area coverage for accessory buildings; or principal buildings if additions are less than ten percent and additional parking can be provided without disruption to major plan elements;
- d. Shall not change the location or cross section of any street and shall not increase the number or change the location of street access points on arterial or collector streets;
- e. May include a reduction in parking spaces only when an associated reduction in floor area or number of dwelling units would permit a lesser number of minimum required off-street parking spaces than required for the original development plan. To qualify as a minor amendment this reduction may not be less than would be required by the zoning district regulations. For any case where parking in excess of the minimum requirement was provided on the original development plan, that same number of spaces shall be provided in excess of the minimum requirement for the proposed minor amendment plan.

**(2) Procedures for minor amendments.**

- a. ~~[Filing. To request approval of minor amendments to development plans, the developer shall file with the city a completed application form and copies of the plan as required by the terms and conditions of the city's application form.]~~
- ba. Review.* The city shall review the plan for compliance with all applicable requirements and ordinances and shall consult with concerned agencies as appropriate to assure proper plan review. Upon determination that all requirements have been met, [city] planning staff shall submit its finding to the Planning Commission Chair for certification. If any question arises as to compliance, however, the plan shall be referred to the Planning Commission.
- eb. Certification.* Upon certification of approval by the Planning Commission Chair, [city]-planning staff shall have copies of the plan prepared and distributed to other public agencies at the expense of the developer and return the original plan tracing to the developer.

**(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 ~~[will]~~ 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 ~~[will]~~ shall complete a certification to be signed and witnessed as follows: "I (We) do hereby certify that I am (we are) the only owner(s) of the property shown hereon and do adopt this as my (our) development plan for the property," which ~~[will]~~ shall be required language for all property and affixed to the plans.

**(ik) Relationship to subdivision regulations.**

The relationships between development plans and the subdivision regulations are established as follows:

**(1) Applicability of subdivision regulations.**

Although development plans are not subdivision plats, quite often the development plan does indicate a need or intent to subdivide property. For any such development plan, the design and improvement standards contained within the subdivision regulations shall be applied to proposals contained on the development plan.

**(2) Combining plans.**

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

- a. The developer shall meet with [city] planning staff no later than five working days in advance of the filing deadline to discuss the

appropriateness of filing a combined plat.

- b. The plan shall show all information required for a development plan (preliminary or final as appropriate) and all information required for a preliminary subdivision plat as set forth in the subdivision regulations.

**(3) Substitution of plans.**

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

~~(4) [Administration. The City Manager shall designate the department and/or city officer responsible for the administration of this section other than those actions and procedures that specifically require Planning Commission or the Chair of the Planning Commission review, action or signature.]~~

~~(5) Enforcement. The responsibilities of enforcement of this section shall be as designated by the City Manager. ]~~

**SECTION 2.** That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, an provision hereof separable from all other sections, paragraphs and provisions.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 28, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\\ord\plan\126-176 -Alternative Zoning Approval Process

A RESOLUTION CONSTITUTING  
THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION  
ON THE TEXT AMENDMENT TO SECTION 126-176  
OF THE PADUCAH ZONING CODE TO PROVIDE FOR  
AN ALTERNATIVE REZONING APPROVAL PROCESS, RENAMING OF THE  
SECTION, EXPANDING NOTICE REQUIREMENTS, AND REORDERING AND  
RENUMBERING OF THE SECTION.

**WHEREAS**, the Paducah Planning Commission is established under Section 82-31 of the Paducah City Code as the planning agency serving the City of Paducah in accordance with KRS 100-117;

**WHEREAS**, any change to the text of the zoning code must be referred to the Planning Commission before adoption and considered in accordance with KRS 100-211;

**WHEREAS**, a public hearing was held on July 20, 2020 by the Paducah Planning Commission after advertisement pursuant to law;

**WHEREAS**, the vast majority of rezoning applications have proceeded without controversy through the two-reading process currently used by the Board of Commissioners;

**WHEREAS**, KRS 100-2111 provides for an alternative rezoning approval process used successfully by other jurisdictions that implements the Planning Commission decision automatically unless an interested party requests in writing within 21 days for the application to be heard by the Board of Commissioners;

**WHEREAS**, a quick approval process on noncontroversial rezoning applications saves time and money for the applicant and city staff affording projects to proceed faster;

**WHEREAS**, public engagement is desired and encouraged; providing adequate notice of land use applications early in the process allows the public a reasonable opportunity to receive accurate information understand the request, and facilitate meaningful dialogue without duress;

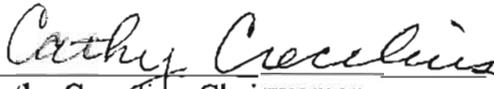
**WHEREAS**, this Commission has duly considered said text amendment and has heard and weighed the objections and suggestions of all interested parties who appeared at said hearing.

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

SECTION 1. That this Commission gives its final approval and favorably recommends to the Paducah Board of Commissioners to amend the Paducah Zoning Code, specifically Section 126-176 by the addition of the language that is underscored and be further amended by the deletion of the language that is stricken-through, to read as indicated in Exhibit A (with the subsections re-numbered accordingly).

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

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

  
Cathy Creelius, Chairwoman

Adopted by the Paducah Planning Commission on July 20, 2020

# Agenda Action Form Paducah City Commission

Meeting Date: July 28, 2020

**Short Title:** Approve a “City Block” Development Agreement between the City and Weyland Ventures Development, LLC, for development of a hotel, parking, open space, and mixed-use residential building located on the city block bounded by Second Street, Broadway, North Water Street, and Jefferson Street and transfer two associated tracts of property (\$141,000 and \$155,000) - **K AXT**

**Category:** Municipal Order

Staff Work By: Katie Axt, Tammara Tracy, James Arndt  
Presentation By: Katie Axt

**Background Information:** On April 24, 2019, the City entered into a pre-development agreement with Weyland Ventures to undertake site due diligence and program development for a boutique hotel, parking, open space and mixed use residential buildings. All elements of the pre-development agreement have been completed: Market analysis, Financial analysis, and Design and development of the Project, Site information, Phase 1 Environmental review, Geotechnical analysis, Parking assessment, and gaining stakeholder input. This development agreement is informed by those due diligence activities.

Under this development agreement, Weyland Ventures Development will construct on the 2.88-acre city block tract a boutique hotel, an off-street parking facility, an urban park, a green space park, and two mixed-use commercial and residential buildings in two phases.

### City Block Development Agreement Summary

Phase I	Boutique Hotel	Tract 1	\$12M minimum investment commitment	Purchase Tract 1 for \$141,000
Phase I	Greenspace Park, Parking facility	Tract 2	City to reimburse for park improvements	City keeps Tract 2
Phase II	Mixed Use buildings	Tract 3	\$9M minimum investment commitment	Purchase Tract 3 for \$155,000

**Phase One** is the construction of the Boutique Hotel with the parking and greenspace park. The developer commits to spends at least \$12M for the hotel facility. The City will sale to the developer Tract 1 (Boutique Hotel) for \$141,000. The City will retain ownership of Tract 2 (urban park, greenspace park and parking).

**Phase Two** is the construction of the Mixed-Use Facilities. Developer commits to a \$9M minimum investment and purchasing Tract 3 (Residential Buildings) for \$155,000.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): E-2: Implement TIF district in downtown Paducah  
E-3: Promote occupancy in all downtown buildings

**Funds Available:** Account Name: TIF/OZ

Account Number: DT0044

**Staff Recommendation:** Approval

**Attachments:**

1. FINAL DEVELOPMENT AGREEMENT 070920
2. Appendix A Final Development Plan, Tracts, and Construction Phases
3. Appendix B-Paducah TIF District

#### 4. Ordinance

237865

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF PADUCAH**, a Kentucky city of the second class, hereinafter referred to as the “City”, and **WEYLAND VENTURES DEVELOPMENT, LLC**, a Kentucky limited liability company, hereinafter referred to as the “Developer.”

**WITNESSETH:**

**WHEREAS**, the City has established a Tax Increment Finance District (TIF) to promote and enhance the economic development of designated properties located along and within the City’s downtown riverfront area, and to utilize the incremental revenues generated therefrom to pay the infrastructure expenditures and other costs that are incurred in relation to the development; and

**WHEREAS**, the City holds fee title to a 2.88-acre tract of property located at 133 Broadway Street, which tract is bounded by Water Street, Broadway Street, North Second Street and Jefferson Street, all of which is located within the TIF District; and

**WHEREAS**, in April of 2019, the City and the Developer entered into a preliminary agreement to formulate a plan for the development of the 2.88-acre tract that would enhance the revitalization of the City’s riverfront, and create employment opportunities and tax revenues from the businesses that will be operated thereon; and

**WHEREAS**, the parties have negotiated and approved a development plan whereby the Developer shall construct upon the 2.88-acre tract a boutique hotel, an off-street parking facility, an urban park, a greenspace park, and two mixed-use commercial and residential structures, all of which is generally depicted in Appendix “A” to this Agreement; and

**WHEREAS**, the parties have agreed to proceed with the development plan as provided under this Agreement, and to perform and comply with the covenants, obligations, undertakings and liabilities that each party has assumed under this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the mutual covenants, obligations, undertakings and liabilities that are to be assumed and performed by the parties hereunder, the parties do hereby covenant and agree as follows:

**ARTICLE I**  
**DEFINED TERMS**

**1.1 Defined Terms.** Each of the following terms as used in this Agreement shall have the meaning that is ascribed to that term under this Section 1.1.

“Agreement” shall mean this Development Agreement, and all amendments that are made thereto.

“Boutique Hotel Facility” shall mean a hotel facility operated in the manner commonly associated with the generally accepted standards and characteristics of a boutique hotel, the configuration of which shall generally comport with the depiction provided in Appendix “A” to this Agreement, and all improvements made in relation thereto.

“Design Documents” shall mean and include the plans and specifications of the Facilities that are to be developed and constructed under this Agreement, all of which shall be prepared by duly licensed architects and engineers.

“Development Site” shall mean and include the 2.88-acre tract of property located at 133 Broadway Street, all of which is generally depicted in Appendix “A” of this Agreement.

“Downtown Design Standards” shall mean and include the standards, requirements and criteria that are promulgated under the City’s “Design Standards for Historic Downtown”.

“First Effective Date” shall mean \_\_\_\_\_, 2020, which is the effective date for the Phase I Facilities as referenced in Section 2.2(c) of this Agreement.

“Greenspace Park” shall mean a public open space that is comprised of soft landscape consisting of vegetation, lawn, public art, and other softscape features, and the Reconstructed Facilities that are designated by the City, the configuration of which shall comport with the depiction provided in Appendix “A” to this Agreement.

“Incremental Revenues” shall mean the incremental revenues, as defined under KRS 65.7045(17), that are attributable to and generated from the developments that are constructed within the TIF District and are pledged in the City and County Local Participation Agreement.

“Mixed-Use Facilities” shall mean and include the mixed-use buildings that are generally depicted in Appendix “A” to this Agreement, and all improvements made in relation thereto.

“Parks” shall mean and include the Greenspace Park and the Urban Park, and all improvements made in relation thereto.

“Parking Facility” shall mean and include the parking facility that is generally depicted in Appendix “A” to this Agreement, and all improvements made in relation thereto.

“Phase I Facilities” shall mean and include the Boutique Hotel Facility, the Parking Facility, the Greenspace Park and the Urban Park, and all improvements made in relation thereto.

“Phase II Facilities” shall mean and include the Mixed-Use Facilities, and all improvements made in relation thereto.

“Public Facilities” shall mean and include in aggregate each and all of the facilities that are to be constructed by the Developer on property retained in fee simple ownership by the City. This includes the Parking Facility, the Greenspace Park and the Urban Park, all of which are generally depicted in Appendix “A” to this Agreement.

“Reconstructed Facilities” shall mean and include (i) a gazebo and horse carriage facilities that are similar to those currently existing on the Development Site, (ii) the reclamation of the historic cobblestone sidewalk preserved in place on the southeast corner of the site, and (iii) the reclamation and relocation of the engraved memorial bricks that are located along Second Street, all of which shall be reconstructed within the Parks as determined by the City.

“Second Effective Date” shall mean \_\_\_\_\_, which is the effective date for the Phase II Facilities as referenced in Section 3.2(c) of this Agreement.

“TIF District” shall mean the development area that is subject to and a part of the City’s Tax Incremental Finance District, a plat of which is depicted in Appendix “B” to this Agreement.

“Urban Park” shall mean a public open space that contains hard landscape consisting of decorative pavers, seating, public art and other features that are typically found in public promenades, and the Reconstructed Facilities that are designated by the City, the configuration of which shall comport with the depiction provided in Appendix “A” to this Agreement.

## **ARTICLE II**

### **DEVELOPMENT AND CONSTRUCTION OF PHASE I FACILITIES**

**2.1 General Scope of Development.** The Developer shall develop and construct upon Tract 1 of the Development Site a Boutique Hotel Facility that comports with the facility that is depicted in Appendix “A” to this Agreement. Simultaneous therewith, the Developer shall develop and construct upon Tract 2 of the Development Site the Parking Facility, the Greenspace Park and the Urban Park (“The Public Facilities”), which comport with the facilities that are also depicted in Appendix “A”. To facilitate the development and construction of the Boutique Hotel Facility, the City shall convey to the Developer all of its rights, title and interest in and to Tract 1 for such consideration as referenced in Section 2.5 of this Agreement. The City shall also convey to the Developer at no cost access rights to Tract 2 and Tract 3 to facilitate the development and construction of the Public Facilities, all of which shall be dedicated to and used by the public at large. All conveyances to be made by the City hereunder shall be subject to the Developer’s full and faithful compliance with the preliminary requirements and commitments that are defined under this Article II.

**2.2 Preliminary Requirements and Commitments.** The Developer shall fully perform and timely satisfy all of the preliminary requirements and commitments that are provided as follows:

**(a) Minimum Design and Building Requirements.** The Developer shall ensure that the Phase I Facilities shall be developed and constructed in accordance with the following requirements:

(1) The Boutique Hotel Facility shall be constructed along Jefferson Street, generally as depicted on the site plan attached herein as Appendix “A”. Any substantial changes to the location and the building massing shall be reviewed and approved by Planning Director.

(2) The Boutique Hotel Facility shall contain approximately 60,000 square feet, composed of 40-100 rooms, event space, commercial and retail space,

and typical ancillary hotel support space. Any substantial changes to this program shall be reviewed and approved by the Planning Director.

(3) The building's exterior design shall be consistent with all existing City design and construction standards, including the City's Downtown Design Standards. The building's design shall be reviewed by City staff prior to any formal submissions required under the City's codes and ordinances.

(4) The project shall include an area of public parking on Tract 2, the city-owned parcel, as generally indicated on the site plan attached herein as Appendix A. No less than 100 parking spaces shall be provided as public parking during those times when special events are not occurring. The parking area design shall be reviewed by the Planning Director to the completion of final plans and documents, and may be further refined based upon the design of the Parks.

(5) The Greenspace Park shall contain approximately 11,000 square feet, as depicted on the Site Plan attached herein as Appendix A and shall include the Reconstructed Facilities that are designated for inclusion within that Park as determined by the Planning Director. The design of such space shall be reviewed and approved by Planning Director prior to its finalization.

(6) The Urban Park shall contain approximately 11,000 square feet, and shall include a permanent hardscape promenade along Second Street between Jefferson and Broadway as depicted on the Site Plan attached herein as Appendix A, and the Reconstructed Facilities that are designated for inclusion within the project's Public Facilities as determined by the Planning Director. The design of such space shall be reviewed and approved by the Planning Director prior to its finalization.

**(b) Minimum Financial Commitment.** The Developer shall commit and expend approximately \$12 million in the development, construction and completion of the Boutique Hotel Facility. This shall include the costs and expenses of constructing the Facilities, professional fees that are incurred in relation to that development and construction, insurance costs, financing fees and costs, and governmental fees and charges that are incurred prior to and during the construction process.

(c) **Critical Completion/Closing Dates.** The Developer shall comply with the requirements that are defined under this section on or before the completion dates that are ascribed thereto, all of which shall be deemed critical deadlines within the term “time is of the essence”:

(1) Within 90 days following the First Effective Date, the City Planning Department shall conduct, in collaboration with the Developer, a public meeting whereby the public is accorded an opportunity to offer recommendations and comments with respect to the development of the Parks, and the location of the Reconstructed Facilities. On advice of those recommendations and comments, and in consultation with the Developer, the Planning Director shall make a determination as to where within the Park the Reconstructed Facilities will be located.

(2) Within 180 days following the First Effective Date, the Developer shall submit to the Planning Director for its review a revised set of design plans for the initial Phase of the project, to include the Boutique Hotel and the Public Facilities, including the location and design of the Reconstructed Facilities. Should extraordinary conditions arise outside of the control of the Developer, the Planning Director may grant an extension for a period of up to an additional 90 days, if so requested.

(3) Within 365 days following the First Effective Date, the City shall transfer its rights, title, and interest in and to Tract 1 to the Boutique Hotel developer, under the following precedent conditions:

- i. The Developer has submitted evidence of financing commitments for the private components of the project.
- ii. The Developer has obtained all necessary city permits, licenses, and approvals required under the codes and ordinances of the City to enable construction to begin.
- iii. The City has submitted evidence that the property is within a state approved Tax Increment Financing District.
- iv. The City has – or has provided evidence of commitment to bring - all utilities required to support the development, to the site.
- v. The City has submitted evidence of financing commitments for the Public Facilities of the project.

Should extraordinary conditions arise outside of the control of the Developer, the Planning Director may grant an extension for a period of up to an additional 180 days, if so requested.

- (d) Within 90 days of the transfer of the property, the Developer shall initiate construction of the Phase 1 Facilities. The Developer shall thereafter utilize its best efforts to complete the construction work on the Facilities within a period of 18 months following the commencement date of the work, unless extraordinary conditions arise outside of the control of the Developer.

**2.3 Public Use of the Public Facilities.** Developer understands and agrees that the Public Facilities shall be developed, constructed and maintained by the Developer for the benefit of the public, all of which shall be perpetually dedicated for public use. Each of the parties shall have the following rights and privileges to those Facilities, and to use the Facilities for the purposes stated hereunder:

- (a) The City shall have the right to utilize the Facilities for public events and other temporary purposes that are beneficial to its citizens. In relation thereto, the City shall have the right to accord to third party promoters full access to the Public Facilities for the purpose of conducting the events and other purposes that are permitted hereunder; and
- (b) The Developer shall have the right to accord to its employees and patrons the right to park their vehicles within the Parking Facility to facilitate their employment or stay at the Boutique Hotel Facility. However, such use may not be allowed when there is a special permit issued by the City for the temporary use of the Parking Facility for non- parking purposes.

**2.4 Reimbursement of Costs.** The City shall reimburse the Developer the actual total costs that the Developer has incurred in the development and construction of the Public Facilities, as provided under Article III of this Agreement. Such costs shall include the costs and expenses of constructing the Facilities, professional fees that are incurred in relation to that development and construction, insurance costs, financing, performance bonds and other construction-related fees, loan fees and carrying costs, and governmental fees and charges that are incurred prior to and during the construction process. The City Planning Department shall provide the Developer no later than the midpoint of the design plan process a not-to-exceed budget for the Public Facilities.

**2.5 Payment of Deferred Purchase Price.** The parties stipulate and agree that the estimated fair market value of Tract 1 is \$ 141,000, less any costs as specified in Section 5.4, which shall be the designated purchase price of that property. The Developer shall pay to the City the designated purchase price in 5 consecutive equal installments, with the first installment to be due and payable on the sixth anniversary following the issuance of a Certificate of Occupancy of the Phase I Facilities, with the remaining payments in 4 annual payments each 12 months subsequent to the previous payment.

### **ARTICLE III CONSTRUCTION REQUIREMENTS OF THE PUBLIC FACILITIES**

**3.1. Submittal of Design Development Plans.** Within 180 days following the First Effective Date, the Developer shall submit for the City's review and approval the Design Development Documents that define the Public Facilities, including the location and design of the Reconstructed Facilities. Such submission shall include a cost estimate for the Public Facilities.

**3.2 Submittal of Final Plans.** Within 120 days of written notice to proceed on the Design Development Plans, the Developer shall provide to the Planning Director for its review and approval the final Construction Documents for the Public Facilities. Within 60 days of written notice to proceed from the City, the Developer shall submit the construction agreements it proposes to execute with designated contractors and subcontractors in relation to the construction of the Public Facilities.

**3.3 Prosecution of Construction Work.** The Developer shall diligently prosecute the construction work on the Public Facilities in substantial accordance with the approved Construction Documents, and shall utilize its best faith efforts to complete the construction work within the time periods designated in this Agreement. The Developer shall keep the City informed on the status and progress of construction work, and the occurrence of any event that causes a delay in the construction process. The Developer shall perform the construction work in a good and workmanlike manner, all of which shall fully comply with all existing building codes and other governmental laws.

**3.4 Protective Measures.** The Developer shall ensure that the construction work is carried out in a reasonable and orderly manner, with due regard for the interests and safety of the general public. Unless otherwise approved by the City, the Developer shall ensure that all construction work in Phase 1 and Phase 2 is performed between the hours of 7:00 a.m. and 7:00 p.m., and that no construction work be performed on any Sunday or holiday. The Developer shall cause a solid construction fence to be constructed along the perimeters of the

construction work that contains public art and window cuts which promote the aesthetic appearance of the fenced structure. The Developer shall also maintain and preserve a portion of the existing parking facilities as designated by the City, and accord to the public the right to utilize that area for parking purposes, for as long a period as reasonable during construction.

**3.5 Construction Costs.** The Developer shall assume and timely pay all of the costs of the construction work, including but not limited to labor and material costs, permit and inspection fees, equipment rentals, and costs attributable to the services provided by its architects, engineers, general contractors and subcontractors; provided, however, the Developer may withhold an agreed upon retainage on the construction work, subject to the limitations that are defined in Kentucky's Fair Construction Act. Upon completion of the construction work on a Facility, the Developer shall obtain final lien waivers from the architects, engineers, contractors, subcontractors and material providers who provided the work and materials on the Facility that effectively release their lien interests against the Facility and the Development Site.

**3.6 Accounting on Development and Construction Costs of the Public Facilities.** The Developer shall maintain an accurate accounting of all of the actual costs that Developer incurs in the development and construction of each, and retain all invoices, purchase orders, charges and other written documentation that evidences those costs. Upon the City's request, the Developer shall provide to the City all of the accountings that Developer has maintained under this Section 3.6, together with the supporting documents that are referenced herein.

**3.7 Design Documents – Remedy of Deficiencies.** The Developer shall ensure that all Design Documents used in the construction work were prepared by competent and duly licensed architectural and engineering professionals in accordance with generally accepted professional standards and construction practices, and that the Design Documents are free of any material errors and deficiencies. The Developer shall assume full responsibility for any defects or deficiencies that are contained in the Design Documents, and for any structural or other inadequacies and deficiencies that result from those defects and deficiencies. Upon discovery of any defect or deficiency, the Developer shall diligently and timely perform all remedial work that is required to resolve the defects and deficiencies. It is understood and agreed that the City's acceptance and approval of the Design Documents shall not render the City liable for any defect or deficiency in the design Documents, all of which liability shall be allocated to and assumed by the Developer. The Developer shall indemnify the City and hold it harmless from any and all claims, losses and liabilities that

relate to or arise from any defect or deficiency in the Design Documents, regardless of the City's acceptance and approval.

**3.8 Material Change Orders.** The Developer shall not issue any material change order to the Design Documents without the Planning Director's prior written approval. In the event the Developer is desirous of implementing a material change order, the Developer shall provide the Planning Director with a written statement that describes the proposed changes to be made, and the additional costs or savings that will result from the proposed changes. The Planning Director shall have the right to reject a material change order if (i) the proposed material change order constitutes a substantial deviation to the Design Documents as determined by the City; (ii) the Developer does not have sufficient funds to cover the additional construction costs attributable to the proposed material change order, or (iii) the Developer has failed to fully comply with and/or satisfy any of the construction standards and requirements that are contained under this Article III.

**3.9 Insurance Requirements During Construction.** Prior to the construction of a Facility, the Developer shall obtain and preserve during the construction process a builders risk insurance policy on the Public Facilities for the full cost of replacement at the time of loss. The insurance shall be written in such form as to cover all risks of physical loss, and shall specifically insure against the perils and casualties that are typically covered under a builders risk insurance policy. In addition, Developer shall ensure that all contractors and subcontractors performing the construction work shall procure and maintain adequate workers compensation insurance, employers' liability insurance, business automobile liability insurance and commercial general liability insurance, all of which shall comport with generally accepted industry standards. Developer shall be solely responsible for supervising the work and material provided by the contractors and subcontractors, and shall ensure that the contractors and subcontractors perform the construction work in a reasonable and safe manner. Upon request by the Planning Director, the Developer shall provide the City with a performance and payment bond with respect to the construction work that is performed, and the payment of the cost and expenses that relate thereto. All such costs shall be included in the total cost reimbursement to the provided under Article VI herein.

**3.10 Environmental Compliance.** The Developer shall not cause or permit any hazardous material to be located upon or under any part of the Development Site that is non-compliant with any federal, state, or local environmental law. For the purpose of this agreement, "hazardous material" shall mean any and all materials or substances that are deemed hazardous, toxic or dangerous under any federal, state, or local statute. The Developer shall indemnify and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation reasonable

attorney and consultant fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment, and claims of any and every kind whatsoever, that relate to or arise from the presence of any Hazardous Material on the Development Site.

**3.11 Indemnity.** The Developer shall indemnify and defend the City (and their respective representatives, officers, employees, agents, insurers, and all successors and assigns), and hold them harmless from and against any and all claims, demands and causes of action that relate to or arise from the development and construction of the Public Facilities, and from any and all damages, losses, judgments, obligations, liabilities, costs and expenses (including investigative, consultant and repair costs, and all legal costs and attorney fees) that result therefrom. This indemnity shall specifically apply to all acts and omissions of the contractors and the subcontractors who perform the construction work, irrespective of any negligence on the part of the City; provided, however, that the Developer shall not be obligated to provide any indemnity for a claim that is solely attributable to the negligence and/or willful misconduct of the City. This indemnity shall remain in full force and effect until all indemnified claims, demands and causes of actions are finally adjudicated, or are otherwise barred by applicable law. The City shall be named as an additionally insured party on all certificates of insurance held by the Developer and/or is subcontractors. The City shall hold copies of all insurance documents for work on the Public Facilities.

**3.12 Reimbursement of Costs.** The City shall reimburse the Developer the actual total costs that the Developer incurs in the development and construction of the Parking Facility and Parks as defined under Article III, up to the agreed upon not-to-exceed amount; and in the remediation of the Development Site as defined under Article V. The reimbursement to be made under this Section 3.12 shall be subject to the following conditions:

- (a) The Developer shall have fully performed and timely complied with all of the covenants, obligations, requirements, and commitments that are contained under Article III.
- (b) The Developer shall have submitted to the City a duly executed certification by its Chief Executive Officer that provides an itemization of the actual costs that were incurred by Developer in the construction of the Phase I Public Facilities and in the remediation of the Development Site.

**3.13 Payment Terms.** The reimbursement to be made to the Developer under Section 3.12 shall be paid within 30 days of the execution of the elements listed in 3.12

**ARTICLE IV  
DEVELOPMENT AND CONSTRUCTION OF PHASE II FACILITIES**

**4.1 General Scope of Development.** The Developer shall develop and construct upon Tract 3 of the Development Site the Mixed-Use Facilities that comport with the facilities that are depicted in Appendix “A” to this Agreement. To facilitate the development and construction of those facilities, the City shall convey to the Developer all of its rights, title and interest in and to Tract 3, provided that the Developer has fully complied with all of the preliminary requirements and commitments that are defined under this Article IV.

**4.2 Preliminary Requirements and Commitments.** The Developer shall fully perform and timely satisfy all of the preliminary requirements and commitments that are provided as follows:

**Minimum Design and Building Requirements.** The Developer shall ensure that the Phase II Facilities shall be developed and constructed in accordance with the following requirements:

(1) The Mixed-use Facilities shall be constructed along Broadway Street, generally as depicted on the site plan attached herein as Appendix “A”. Any substantial changes to the location and the building massing shall be reviewed and approved by the Planning Director.

(2) The Mixed-Use Facilities shall contain approximately 54,000 square feet, composed of residential, commercial and retail space, with the ground floor primarily used for commercial uses. Any substantial changes to the development program shall be reviewed and approved by the Planning Director.

(3) The buildings’ exterior design shall be consistent with all existing City design and construction standards, including the City’s Downtown Design Standards. The buildings’ design shall be reviewed by the Planning Director prior to any formal submissions required under the City’s codes and ordinances.

- (a) **Minimum Financial Commitment.** The Developer shall commit and expend approximately \$9 million in the development, construction and completion of the Mixed-Use Facilities. This shall include the costs and expenses of constructing the Facilities, professional fees that are incurred in relation to that development and construction, insurance costs and other construction-related fees, loan fees and costs, and governmental fees and charges that are incurred prior to and during the construction process.
- (b) **Critical Completion/Closing Dates.** The Developer shall comply with the requirements that are defined under this section on or before the completion dates that are ascribed thereto, all of which shall be deemed critical deadlines within the term “time is of the essence”:
- (1) Within 180 days following the Second Effective Date, the Developer shall submit to City staff for its review a revised set of design plans for the Phase II facilities.
- (2) Within 365 days following the Second Effective Date, the City shall convey to the Developer all of its rights, title and interests in and to Tract 3 under the following precedent conditions:
- i. The Developer has submitted evidence of financing commitments for the private components of the project.
  - ii. The Developer has obtained all necessary city permits, licenses, and approvals required under the codes and ordinances of the City to enable construction to begin.
  - iii. The City has submitted evidence that the property is within a state approved Tax Increment Financing District.
  - iv. The City has – or has provided evidence of commitment to bring - all utilities required to support the development, to the site.
- (3) Within 90 days of the transfer of the property, the Developer shall have obtained all necessary permits, licenses, and approvals to initiate construction of the Phase II facilities. The Developer shall thereafter utilize its best efforts to complete the construction work on the Facilities within a period of 18 months following the commencement

date of the work, unless extraordinary conditions arise which are outside of the control of the Developer.

**4.3 Payment of Deferred Purchase Price.** The parties stipulate and agree that the estimated fair market value of Tract 3 is \$ 155,000, which shall be the designated purchase price of that property, less any costs incurred as specified in Section 5.4. The Developer shall pay to the City the designated purchase price in 5 consecutive equal installments, with the first installment to be due and payable on the sixth anniversary following the Certificate of Occupancy of the Phase I Facilities, with the remaining payments in 4 annual payments each 12 months subsequent to the previous payment.

## **ARTICLE V DEVELOPER'S ACCEPTANCE OF DEVELOPMENT SITE**

**5.1 Condition of Development Site.** The City has provided the Developer with copies of all environmental studies that were performed on the Development Site, and the findings that were made therefrom. Having reviewed the findings that were made in those studies, the Developer has agreed to accept the Development Site in its present condition, with all existing defects and deficiencies, including defects and deficiencies relating to environmental matters. The conveyance of Tracts 1 and 3 to the Developer, as provided under this Agreement, shall contain a warranty of good title, and a general disclaimer of all warranties regarding the condition, suitability and legal compliance of the properties being conveyed.

**5.2 Resubdivision Plat.** The City shall, at its sole cost, cause a resubdivision plat to be made of the Development Site that depicts a metes and bounds description of Tracts 1 through 3, and the boundary lines that separate those tracts. The City shall provide the Developer with a copy of the resubdivision plat for its approval and acceptance. Upon receipt of the Developer's written approval, the City shall file a copy of the original subdivision plat with the McCracken County Clerk's office, and pay all filing fees related thereto. All conveyances made on Tracts 1 and 3 shall reference the resubdivision plat, and the depictions of the tracts that are provided therein.

**5.3. Remediation of Development Site.** The Developer shall assume sole liability for remedying the environmental defects and deficiencies that are noted in the environmental studies, and paying the costs relating thereto. The Developer shall perform all remediation work that may be required by any applicable federal, state and local environmental law in accordance with the procedures and standards that are contained under those laws. Upon

request, the Developer shall provide the City with copies of any and all documentation that relate to the remedial work, and any governmental approvals and permits that were issued thereon.

**5.4. Reimbursement of Remediation Costs.** Should the Developer be required to perform any remediation work on the Development Site, the City shall reimburse the Developer the actual costs of the remediation as provided under Article VI of this Agreement.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

**6.1 Right of Specific Performance.** Each party shall have the right to enforce the terms and provisions of this Agreement, and to obtain the benefits that were accorded to them under this Agreement. In the event a party should fail to faithfully perform any of the covenants, obligations or undertakings that are imposed under this Agreement, or contest any of the understandings that are made under this Agreement, the other party shall have all rights and remedies as provided by law, specifically including the right to obtain specific performance and injunctive relief, and the right to recover any losses, damages, costs and expenses that are incurred by the party as a result of the defaulting party's breach, including their reasonable attorney fees; excepting however, any consequential or incidental damages that a party may incur, all of which are expressly excluded from recovery. Should the Developer fail to construct the Phase I Facilities or the Phase II Facilities after receiving fee title to the tract upon which the Facilities are to be constructed, the City shall have the right to make immediate demand on the payment of the final deferred purchase price that is applicable to that tract, and to collect and recover that amount from the Developer, plus interest at the legal rate of 8% from and after the date of the City's demand.

**6.2 Resolution of Disputes.** This Agreement shall be construed and enforced in accordance with the laws of the state of Kentucky. In the event of any dispute regarding the interpretation or enforcement of this Agreement, the parties shall attempt to resolve the dispute by negotiation. If the dispute cannot be resolved by negotiation, the parties shall submit the dispute for administered mediation, which shall take place in Paducah, Kentucky. All unresolved disputes shall be submitted to McCracken Circuit Court, which court shall have exclusive jurisdiction over the dispute. Each party irrevocably attorns to the jurisdiction of that court, and waives all rights to protest that jurisdiction. Each party also waives their right to a jury trial. In any action seeking enforcement of this Agreement, the

prevailing party shall be entitled to recover the costs and expenses that they incurred in such action, including their reasonable attorneys' fees.

**6.3 Waivers.** The waiver by a party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Each party shall have the right to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a party to enforce its rights under this Agreement shall not be construed as having created a custom that is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

**6.4 Notices.** All notices shall be in writing and sent (unless otherwise provided herein) by first class mail, postage prepaid, or personally delivered. Any marked notice shall be deemed to be sent on the day deposited in the mail. Any notice shall be sent to the following addresses:

**DEVELOPER:**

**CITY:**

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business phone: \_\_\_\_\_

Business phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Email address: \_\_\_\_\_

**6.5 Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to the development of the Development Site. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto that are not contained herein. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties with respect to the matters addressed herein, including the preliminary agreement that was executed by the parties in April of 2019. This Agreement shall be deemed drafted by both parties, and no ambiguity in the construction of this Agreement shall be resolved against either party by reason of the draftsmanship of this Agreement. The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of Developer and the City, and their respective heirs, successors, and assigns.

**6.6 Assignment.** The Developer shall not have the right to assign this Agreement, or any of its rights and obligations hereunder, without the City’s prior written approval.

**6.7 Captions.** The article and paragraph headings and captions contained in this Agreement are included for convenience only, and shall not be considered a part hereof or effect in any manner the renovation or interpretation of this Agreement.

**6.8 Severability.** In the event any provision of this Agreement shall be deemed null and void or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

**6.9 Counterparts.** This Agreement may be independently executed in any number of counterparts, each of which, when executed and delivered, shall constitute an agreement that shall be binding upon all parties notwithstanding that the signatures of all parties and/or their designated representatives do not appear on the same page. Facsimile signatures shall have the same effect as original signatures.

WITNESS, our signatures made on the subscribing dates written below.

CITY OF PADUCAH

DEVELOPER

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of January, 2020 , by \_\_\_\_\_, Mayor of the City of Paducah, on behalf of said City.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of January, 2020, by \_\_\_\_\_ of Weyland Ventures Development, a Kentucky limited liability company, on behalf of said limited liability company.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

# Final Development Site Plan



## 4-½ STORY HOTEL + MIXED-USE COMMERCIAL

84 ROOM HOTEL = 50,000 SF  
 RESTAURANTS & RETAIL = 9,500 SF  
 ROOFTOP EVENT SPACE = 5,000 SF  
**TOTAL = 64,500 SF**

## URBAN PARK

PERMANENT HARDSCAPE PROMENADE  
 CONNECTS VISUALLY TO OTHER  
 IMPORTANT LANDMARKS IN  
 DOWNTOWN PADUCAH  
**TOTAL = 11,000 SF**

## GREENSPACE PARK

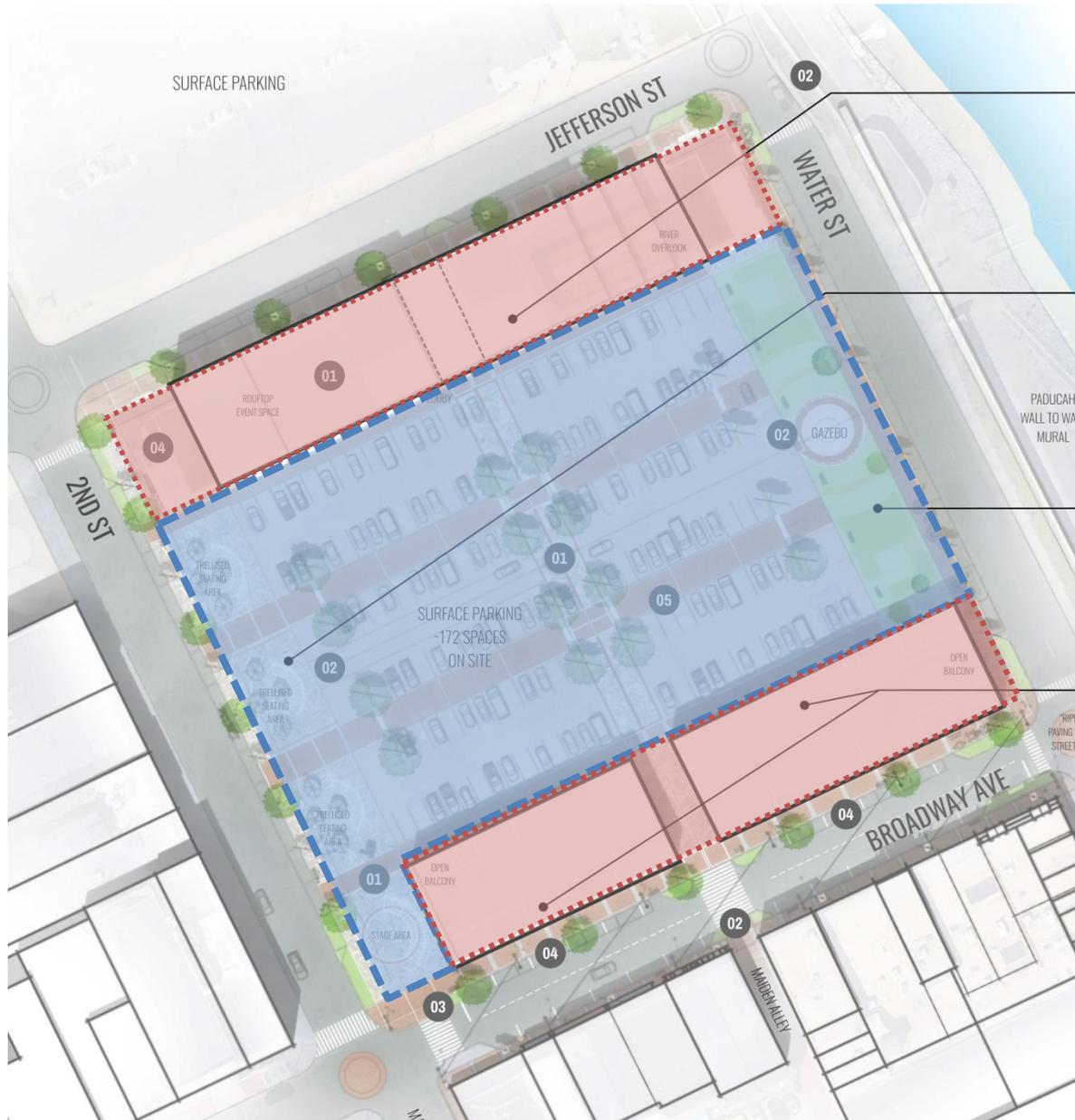
MULTI-PROGRAMMED SOFTSCAPE PARK  
**TOTAL = 11,000 SF**

## 3-STORY MIXED-USE COMMERCIAL & RESIDENTIAL

COMMERCIAL @ STREET = 18,000 SF  
 ~xx UNIT RESIDENTIAL = 36,000 SF  
 OPEN PATIO SPACES W/ RIVER VIEWS  
**TOTAL = 54,000 SF**

## DESIGN FEATURES

- 01 CREATE A VIBRANT & MULTI-FUNCTION "TOWN SQUARE"
- 02 VISUAL CONNECTION OF EXISTING SPACES WITH PROMINENT PADUCAH HISTORY & CHARACTER
- 03 CREATE "100% CORNER @ 2ND & BROADWAY"
- 04 INFILL FOR URBAN DENSITY & COMPLETING BLOCK IDENTITY
- 05 PARKING LOT THAT CAN BE CONVERTED FOR PUBLIC FESTIVALS, CONCERTS, FARMERS MARKETS & OTHER EVENTS



## Tract 1: Privately Owned

- Boutique Hotel Facility
- ~21,800 sf

## Tract 2: City Owned

- Parking Facility
- Urban Park
- Greenspace Park
- ~79,600 sf

## Tract 3: Privately Owned

- Mixed-Use Residential and Commercial
- ~24,000 sf

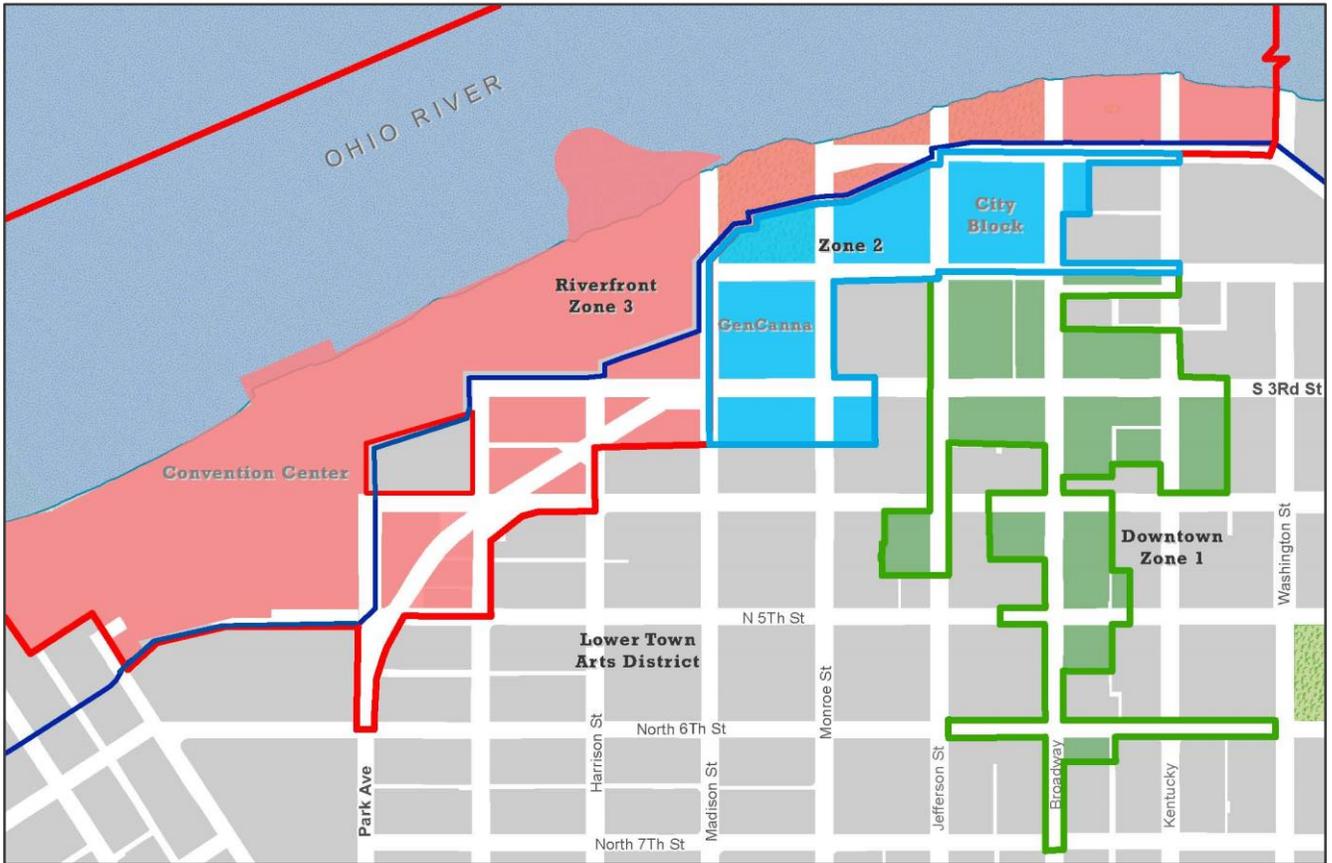
# Construction Phasing



**Phase One = Tracts 1 & 2**  
Boutique Hotel  
Parking Facility  
Urban Park  
Greenspace Park

**Phase Two = Tract 3**  
Mixed-Use Residential  
and Commercial  
buildings

**Paducah TIF District**  
One district, 3 zones



ORDINANCE NO. 2020-\_\_\_\_\_-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A “CITY BLOCK” DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND WEYLAND VENTURES DEVELOPMENT, LLC, FOR DEVELOPMENT OF A BOUTIQUE HOTEL, PARKING, OPEN SPACE, AND MIXED-USE RESIDENTIAL BUILDING LOCATED AT THE CITY BLOCK BOUNDED BY SECOND STREET, BROADWAY, NORTH WATER STREET AND JEFFERSON STREET, DECLARING THE REAL PROPERTY TO BE SURPLUS PROPERTY, AUTHORIZING THE ASSOCIATED PROPERTY TRANSFER AND THE EXECUTION OF ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City holds fee title to a 2.88-acre tract of property located at 133 Broadway Street, which tract is bounded by Water Street, Broadway Street, North Second Street and Jefferson Street, all of which is located within the Tax Increment Finance District; and

WHEREAS, in April of 2019, the City and Weyland Ventures Development, LLC, entered into a preliminary development agreement to formulate a plan for the development of the 2.88-acre tract that would enhance the revitalization of the City’s riverfront, and create employment opportunities and tax revenues from the businesses that will be operated thereon; and

WHEREAS, the parties have negotiated and approved a development plan whereby the Developer shall construct upon the 2.88-acre tract a boutique hotel, an off-street parking facility, an urban park, a greenspace park, and two mixed-use commercial and residential structures; and

WHEREAS, the parties have agreed to proceed with the development plan as provided under this Agreement, and to perform and comply with the covenants, obligations, undertakings and liabilities that each party has assumed under this Agreement; and

WHEREAS, pursuant to KRS 82.083, a written determination has been made that the City does not have any use at this time or in the future for aforementioned property; and

WHEREAS, pursuant to KRS 82.083 (4)(b), the City Commission now desires to transfer the aforementioned property to Weyland Ventures Development, LLC, with compensation, for economic development purposes, which shall include but not be limited to real property transfers for the elimination of blight.

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

PADUCAH, KENTUCKY, AS FOLLOWS:

SECTION 1. The City hereby authorizes and approves a City Block Development Agreement with Weyland Ventures Development, LLC, in substantially the same form attached hereto and made part hereof (**Exhibit A**) for development of a boutique hotel, public parking, open space, and mixed-use residential building located at the city block bounded by Second Street, Broadway, North Water Street and Jefferson Street. Further, the Mayor is hereby authorized to execute the Agreement together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Development Agreement with such changes in the Development Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. It is further determined that it is necessary and desirable and in the best interest of the City to enter into the Development Agreement for the purposes therein specified.

SECTION 2. The Board of Commissioners hereby declares aforementioned property, bounded by Second Street, Broadway, North Water Street and Jefferson Street, to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby approves the transfer of the Property with compensation to Weyland Ventures Development, LLC, for economic development purposes. The City hereby authorizes and approves a deed by and between the City of Paducah, Kentucky and Weyland Ventures Development, LLC, for the purpose of conveying the property in exchange for payment of the purchase price as contained in the Development Agreement, in substantially the same form attached hereto and made part hereof (**Exhibit A**), and for the execution of any and all other documents necessary to close on said transaction not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City or the City Manager. The approval of such changes, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the deed and related closing documents by the authorized official.

SECTION 3. The City directs the City Manager to prepare any supplemental agreements with Weyland Ventures Development, LLC, related to the reimbursement of costs identified in the Development Agreement and authorizes the Mayor to sign said supplemental agreements.

SECTION 4. The City authorizes and directs the Planning Director to oversee the design and approval process for the Project, including any substantive changes to the development plan.

SECTION 5. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

requirements.

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

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 28, 2020

Adopted by the Board of Commissioners, August\_\_\_\_\_, 2020

Recorded by Lindsay Parish, City Clerk, August\_\_\_\_\_, 2020

Published by the *Paducah Sun*, \_\_\_\_\_, 2020

*R:\City Clerk\ORD\agree- Weyland Development Agreement City Block 2020*

# Agenda Action Form

## Paducah City Commission

Meeting Date: July 28, 2020

**Short Title:** Approve the First Amendment and Extension to Right of First Refusal Agreement with Riverfront Hotel LP - **J ARNDT**

**Category:** Ordinance

**Staff Work By:** James Arndt

**Presentation By:** James Arndt

**Background Information:** On November 4, 2015 and as a part of a larger public project to develop the Paducah Downtown Riverfront, the City and Paducah Riverfront Hotel, LP, entered into a Right of First Refusal Agreement where the City granted the Developer the right of first refusal and option to purchase or lease three (3) tracts of real estate generally located at 501 North 3rd Street for future development. According to Section 2 of the Agreement, the term of the Agreement expired on July 15, 2020.

Paducah Riverfront Hotel has requested that City amend and extend the expiration date of the Agreement for two (2) more years and amend Developer's commitments under the Agreement to allow more flexibility in the type of accommodations to be developed on the Property.

The City has determined that the requested amendments and extensions to the Agreement are in the best interest of City and furthers the public purpose of the City in the development of the Paducah Downtown Riverfront. This ordinance serves to approve the First Amendment and Extension to Right of First Refusal with Paducah Riverfront Hotel for the property.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approval.

**Attachments:**

1. Ordinance
2. FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL AS TO 501 N 3RD STREET (00226393x9D931)

**ORDINANCE NO. 2020 - \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH RIVERFRONT HOTEL LP, WITH RESPECT TO A PUBLIC PROJECT; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT

WHEREAS, on November 4, 2015 and as a part of a larger public project to develop the Paducah Downtown Riverfront, City of Paducah, Kentucky (“City”) and Paducah Riverfront Hotel, LP, a Kentucky ULPA limited partnership (“Developer”), entered into a Right of First Refusal Agreement (the “Agreement”) whereby City granted and accorded unto Developer the right of first refusal and option to purchase or lease three (3) certain tracts of real estate generally located at 501 North 3rd Street, Paducah, McCracken County, Kentucky, for future development for purposes of providing full-service accommodations for transient travelers and tourist within the Paducah-McCracken County Area;

WHEREAS, according to Section 2 of the Agreement, the term of the Agreement expired on July 15, 2020; and

WHEREAS, Developer has requested that City amend and extend the expiration date of the Agreement for two (2) more years and amend Developer’s commitments under the Agreement to allow more flexibility in the type of accommodations to be developed on the Property; and

WHEREAS, City has determined that the requested amendments and extensions to the Agreement are in the best interest of City and furthers the public purpose of the City in the development of the Paducah Downtown Riverfront.

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

Section 1. Recitals and Authorization. City hereby approves the First Amendment and Extension to the Right of First Refusal Agreement (this “First Amendment”) by and between City and Developer in substantially the same form attached hereto as Exhibit A and made part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to enter into this First Amendment for the purposes therein specified, and the execution and delivery of this First Amendment is hereby authorized and approved. The Mayor is hereby authorized to execute this First Amendment with such changes not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the Mayor. The approval of such changes by the Mayor, and that such are not substantially adverse to the City, shall be conclusively evidenced by her execution of this First Amendment.

Section 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Order were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 5. Effective Date. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Mayor Brandi Harless

ATTEST:

\_\_\_\_\_  
City Clerk, Lindsay Parish

Introduced by the Board of Commissioners \_\_\_\_\_

Adopted by the Board of Commissioners \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by *The Paducah Sun*, \_\_\_\_\_

ORD\agree - Paducah Riverfront Hotel First Amendment & Extension of Right of First Refusal

**EXHIBIT A**

**FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL AGREEMENT**

See attachment.

FIRST AMENDMENT AND EXTENSION TO  
RIGHT OF FIRST REFUSAL AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION TO RIGHT OF FIRST REFUSAL AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between **PADUCAH RIVERFRONT HOTEL LP**, a Kentucky ULPA Limited Partnership, by and through its General Partner, Paducah Hotel Inc., a Kentucky corporation, having an address of 1401 Spring Bank Drive, Building A, Suite 8, Owensboro, KY 42303, (hereinafter referred to as “**Developer**”); and **CITY OF PADUCAH, KENTUCKY**, a municipal corporation and political subdivision of the Commonwealth of Kentucky having an address of 300 South 5<sup>th</sup> Street, P.O. Box 2267, Paducah, KY 42002-2267 (hereinafter referred to as “**City**”).

W I T N E S S E T H :

WHEREAS, on November 4, 2015, City and Developer, entered into a Right of First Refusal Agreement (the “Agreement”) whereby City granted and accorded unto Developer the right of first refusal to purchase or lease three (3) certain tracts of real estate generally located at 501 North 3rd Street, Paducah, McCracken County, Kentucky (more particularly described on **Exhibit A** (the “Property”), which agreement was filed of record in Deed Book 1311, page 231, in the McCracken County Clerk’s office; and

WHEREAS, according to Section 2 of the Agreement, the term of the Agreement expired on July 15, 2020; and

WHEREAS, Developer has requested that City amend and extend the expiration date of the Agreement and amend Developer’s commitment to develop and construct an upscale hotel on the Property; and

WHEREAS, City has determined that the requested amendments and extensions to the Agreement are in the best interest of City.

NOW THEREFORE, for and in consideration of \$10.00 cash in hand paid, the receipt and sufficiency is hereby acknowledged by all parties, and the mutual covenants and conditions contained herein the parties agree as follows:

1. **Extension of the Term of the Agreement.** City and Developer expressly agree to amend Section 2, “Term” of the Agreement to extend the term of the Agreement so that this section as amended and extended will now read as follows:
  2. *Term.* *The term of this Agreement shall commence on July 15, 2017 and shall continue for a period of five (5) years expiring as of 11:59 p.m., CST, on July 15, 2022 (the “Term”).*

2. **Other Amendments to the Agreement.** Section 5 (e), of the Agreement is amended to read as follows:

5. e. *Developer may also exercise an option to purchase the Property anytime during the Term of this Agreement by delivering written notice of its intent to proceed with the purchase of the Property at the agreed purchase price of \$300,000.00 and Developer's written commitment to City for the development and construction on the Property of either an upscale full-service hotel or a unique and luxury boutique hotel with luxury retail shops restricted to the first floor with such other terms and conditions as may be agreed to by and between City and Developer. The terms and conditions of the aforesaid hotel construction and development being a material term to this option to purchase and right of first refusal.*

3. **Reaffirmation of the Development Agreement.** Except for the modifications set forth herein, all other terms and provisions of the Agreement entered into between the parties are expressly acknowledged, reaffirmed, and ratified by all parties hereto. All parties hereby agree to perform in strict accordance with the terms and provisions as set forth under the Agreement.

4. **Miscellaneous Provisions.** This Agreement shall be fully binding upon the parties hereto and their successors, and assigns as of the Effective Date.

**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties have respectively caused this First Amendment to be executed on the day and year first above written.

**DEVELOPER:**

PADUCAH RIVERFRONT HOTEL LP,  
By: Paducah Hotel Inc., a Kentucky corporation,  
Its General Partner

By: \_\_\_\_\_  
Glenn D. Higdon, President

STATE OF KENTUCKY )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Glenn D. Higdon, President of Paducah Hotel Inc., General Partner of Paducah Riverfront Hotel LP, a Kentucky Limited Partnership, on behalf of said limited partnership.

My commission expires \_\_\_\_\_.

Notary ID No., \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large

**CITY:**

CITY OF PADUCAH, KENTUCKY

By: \_\_\_\_\_  
Mayor Brandi Harless

STATE OF KENTUCKY )

COUNTY OF MCCRACKEN )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Mayor Brandi Harless on behalf of the City of Paducah, Kentucky.

My commission expires \_\_\_\_\_.

Notary ID No., \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large

This instrument prepared by:

\_\_\_\_\_  
Lisa H. Emmons  
DENTON LAW FIRM, PLLC  
P. O. Box 969  
Paducah, KY 42002-0969

**EXHIBIT A**  
**THE PROPERTY**

**TRACT I**

Beginning at the point of intersection of the north line of Harrison Street and the west line of North Third Street; thence in a northerly direction with the west line of North Third Street North 31 degrees 27 minutes West 347.12 feet to its point of intersection with the south line of Clay Street; thence with an interior angle of 90 degrees 03 minutes in a westerly direction with the south line of Clay Street South 58 degrees 30 minutes West 163.25 feet to the east line of an alley; thence with an interior angle of 89 degrees 57 minutes in a southerly direction with the east line of said alley South 31 degrees 27 minutes East 347.12 feet to a point in the north line of Harrison Street; thence with an interior angle of 90 degrees 03 minutes in an easterly direction with the north line of Harrison Street North 58 degrees 30 minutes East 163.25 feet to the point of beginning; LESS SO MUCH as was conveyed to the Commonwealth of Kentucky by deed dated July 26, 1979, recorded July 1, 1980, in Deed Book 629, page 550; said deed described a triangular parcel of 532 square feet for new street right-of-way.

**TRACT II**

Beginning at an iron pipe at the corner of the intersection of Executive Blvd. (formerly Clay Street) as it intersects with the public alley and from thence south 29 deg 38' 53" E. 179.25 feet to an iron pipe; thence south 60 deg 26' 10" W. 63.35 feet to a pipe; thence north 61 deg 28' 24" W. 189.45 feet to an iron pipe; thence north 29 deg 38' 53" W. 18.43 feet to an iron pipe; thence north 60 deg 26' 10" E. 163.25 feet to the point of beginning, constituting 0.487 acres.

**TRACT III**

Beginning at a point in the north right of way line of Riverfront Access Road (Park Avenue), said point being 33.00 feet left of Park Avenue Station 158+92.04; thence N. 60 deg 20' 56" E. 62.95 feet to a point 86.24 feet left of Riverfront Access Road (Park Avenue) Station 159+25.24; thence S 29 deg 37' 37" E. 72.76 feet to a point 48.10 feet left of Riverfront Access Road (Park Avenue) Station 159+87.04; thence S 28 deg 31' 36" W. 15.10 feet to a point in the north right of way line of Riverfront Access Road (Park Avenue), said point being 33.00 feet left of Riverfront Access Road (Park Avenue) Station 159+87.04; thence N 61 deg 28' 24" W. along the north right of way line of Riverfront Access Road (Park Avenue), 95.00 feet to the point of the beginning, containing 3,007.44 square feet.

For clarification purposes, Tract II and III hereinabove are contiguous parcels, and are bounded on the northeast by Clay Street; on the east by a 20 foot alley lying between the above-described property and the Paducah Centre property owned by Wells Health Properties, L.L.C.; and on the southwest by Park Avenue.

Being the same property conveyed to the City of Paducah, Kentucky by deed dated August 12, 2015, of record in Deed Book 1306, page 397, in the McCracken County

Clerk's Office.

DRAFT