



**CALLED CITY COMMISSION MEETING
AGENDA FOR AUGUST 12, 2020
5:30 PM
VIDEO AND/OR AUDIO 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

DELETIONS

PRESENTATION

Midtown Alliance of Neighbors Update - Sharon Poat

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

	I.	<u>CONSENT AGENDA</u>
	A.	Receive & File Documents
	B.	Personnel Actions
	C.	2020-2021 Kentucky Household Hazardous Waste Grant Inter-local Agreement with McCracken County - C YARBER
	D.	2020-2021 Edward Byrne Memorial Justice Accountability Grant (JAG) Application and Acceptance in the amount of \$11,316 - B LAIRD
	II.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Approve Refinancing of the 2010B General Obligation Bond for Interest Savings - J PERKINS
		B. Approve a Budget Amendment in an amount of \$141,000 for Paxton Park Grounds Equipment - J ARNDT
		C. Adopt an Amendment to the Sign Regulations, Sec. 126-76 (m), to allow electronic signs in the MU and A-1 Districts - T TRACY

		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 - T TRACY
		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) - K AXT
		F. Approve the First Amendment and Extension to Right of First Refusal Agreement with Riverfront Hotel LP - J ARNDT
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Approve the Rezoning of 2.96 acres at 401 Walter Jetton Blvd - T TRACY
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

August 12, 2020

Minute File:

1. Kentucky Department of Workers' Claims Drug-Free Workplace Renewal Affidavit

Deed File:

1. Commissioner's Deed – 416 North 13th Street, Paducah, KY
2. Deed of Conveyance – Paducah-McCracken County Industrial Development Authority and City of Paducah For the Use and Benefit of the Commissioners of Waterworks – **MO #2364**

Contract File:

1. Contract with DRMS – Felony Record Scanning and Digitizing Project – Paducah Police Department – **MO #2330**
2. Contract with Doc Scan of Western Kentucky – Paducah City Clerk's Office – **MO #2334**
3. 2020-2021 Kentucky Pride Fund Household Hazardous Waste Management Grant Agreement – **MO #2357**
4. Memorandum of Understanding – Paducah Creative Entrepreneurship Consultant, Jennifer Reis – CM Signed – **SEE MO #2359**
5. Change Order to Agreement with Jim Smith Contracting, Inc., LLC for the 2018-2019 Resurfacing Program to Include Contract Pricing for Pavement Markers (**ORD 2020-07-8644**)

Financials File:

1. Paducah Water Works – June, 2020

CITY OF PADUCAH
August 11, 2020

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

City Manager's Office Signature

8/6/2020

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
August 11, 2020

TERMINATIONS - FULL-TIME (F/T)

FIRE - SUPPRESSION

Pendergrass, Brian

POSITION

Lieutenant

REASON

Resignation

EFFECTIVE DATE

August 7, 2020

POLICE - OPERATIONS

Montgomery, Jason R.

Patrolman

Retirement

August 31, 2020

Agenda Action Form Paducah City Commission

Meeting Date: August 12, 2020

Short Title: 2020-2021 Kentucky Household Hazardous Waste Grant Inter-local Agreement with McCracken County - **C YARBER**

Category: Municipal Order

Staff Work By: Ty Wilson
Presentation By: Chris Yarber

Background Information:

The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal and advertising/education of Spring Clean-up Day, a project that has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah.

Through Municipal Order No. 2332 adopted March 31, 2020, the City Commission approved the Engineering/Public Works and Planning Departments submitting an application for the 2020-2021 Kentucky Division of Waste Management Household Hazardous Waste Award Program. The City's request was awarded in June and accepted by the City Commission through Municipal Order No. 2357 adopted on July 14, 2020. The City acts as the Lead Agency/Fiscal Agent for the \$24,500 award, which is combined with the required local cash match (25%) of \$6,125 for a project totaling \$30,725. The local cash match is divided equally between the city and the county. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 50002209-520040.

This award requires an Inter-local Agreement to be signed and approved by the City Commission and Fiscal Court, which is attached.

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 and direct the Mayor to execute all required grant award and related documents.

Attachments:

1. Municipal Order
2. Interlocal agreement HHW for 2020-21

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PADUCAH AND THE MCCRACKEN COUNTY FISCAL
COURT FOR THE ADMINISTRATION OF A 2020-2021 KENTUCKY HOUSEHOLD
HAZARDOUS WASTE GRANT AWARD AND AUTHORIZING THE MAYOR TO
EXECUTE THE INTERLOCAL AGREEMENT

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

SECTION 1. The City of Paducah hereby approves the execution of an Interlocal Agreement, as attached hereto and made a part hereof as Exhibit “A”, between the City of Paducah and the McCracken County Fiscal Court, in compliance with the requirements of the 2020-2021 Kentucky Household Hazardous Waste Grant Award, as accepted by Municipal Order No. 2357, and authorizes the Mayor to execute the Interlocal Agreement.

SECTION 2. The local match for this grant award is divided equally between the City of Paducah and McCracken County. The City’s portion of the match, in an amount of \$3,062.50 will be provided by the Public Works account number 50002209-520040.

SECTION 3. 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, August 11, 2020
Recorded by Lindsay Parish, City Clerk, August 11, 2020
\\mo\Interlocal Agreement Household Hazardous Waste 2020-2021

Exhibit A

**INTERLOCAL AGREEMENT REGARDING A KENTUCKY DIVISION OF WASTE MANAGEMENT
HAZARDOUS HOUSEHOLD WASTE (HHW) GRANT AWARD**

THIS AGREEMENT, made and entered into on the dates indicated hereinafter, as evidenced by the dates executed by the parties, with an effective date of August 11, 2020, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

WHEREAS, the governing bodies of the City and County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq., have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a Kentucky Division of Waste Management (DWM) Household Hazardous Waste (HHW) Grant Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer an HHW Grant Award in the amount of \$24,500 offered by the Kentucky DWM; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by an ordinance or resolution formally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$24,500 DWM, HHW Grant Award that the individual, specific, and special needs of each of the parties hereto be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding a Kentucky Division of Waste Management (DWM) Household Hazardous Waste (HHW) Grant Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement

"County" means the County of McCracken, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through the following June 30.

"Term" means the term of this Agreement as determined pursuant to Article IV hereof.

ARTICLE III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1. Representations. Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

(a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

(c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County

is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.

(d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

Section 3.2. Representations. Covenants and Warranties of City. The City represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

(a) The City is a municipality and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

(c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or funding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.

(d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the HHW Award, a one (1) year period beginning July 1, 2020, and ending June 30, 2021 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: FUNDING

Section: 5.1. In accepting the \$24,500 DWM HHW Award the City and the County agree to be responsible for the local match share of \$6,125 in equal portion and any additional expenses or overages associated with the award.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the HHW Award for both parties and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all purchases, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report.

Section: 6.2. The City and the County agree that each party shall be responsible for its own administrative costs associated with the HHW Award.

ARTICLE VII: ASSIGNMENT

Section: 7.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

ARTICLE VIII: MISCELLANEOUS

Section: 8.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows

City of Paducah
Attn: Mayor or City Manager
300 South 5th Street
P.O. BOX 2267
Paducah, KY 42002-2267

County of McCracken
Attn: County Judge Executive
McCracken County Courthouse
300 Clarence Gaines Street
Paducah, KY 42003-1700

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section: 8.2. Amendment & Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section: 8.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section: 8.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section: 8.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section: 8.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section: 8.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Section: 8.9 Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Section: 8.10 Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By: _____
Brandi Harless, Mayor

ATTEST: _____
City Clerk Lindsay Parish

Date executed: _____

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____
Judge Executive Craig Clymer

ATTEST: _____
Fiscal Court Clerk Julie Griggs

Date executed: _____

Date executed: _____

Agenda Action Form

Paducah City Commission

Meeting Date: August 12, 2020

Short Title: 2020-2021 Edward Byrne Memorial Justice Accountability Grant (JAG) Application and Acceptance in the amount of \$11,316 - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson, Joseph Hayes

Presentation By: Brian Laird

Background Information: The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The City approved the application in April 2020. This action amends the original Municipal Order to change the application amount from \$13,094.65 to \$11,316.00 and to change the number of radios to be purchased from five (5) to four(4). This change is needed so that the grant will cover the entire project without needing any additional City funds.

The Paducah Police Department proposes to purchase four (4) hand held radios. Due to upgrade of the 911 system, the current radios are becoming obsolete. The total project cost is estimated to be less than the eligible amount. There is no match required for this grant.

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 amendment and authorize and direct the Mayor to execute all required grant application documents. Authorize and direct the Mayor to execute all required documents to accept the award if offered.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 2340 ENTITLED, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY FOR AN FY2020 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$13,094.65, TO BE USED BY THE PADUCAH POLICE DEPARTMENT FOR THE PURCHASE FIVE (5) HAND-HELD RADIOS," TO CHANGE THE APPLICATION AMOUNT TO \$11,316 AND THE NUMBER OF PROPOSED HAND-HELD RADIOS TO FOUR (4) AND AUTHORIZING THE ACCEPTANCE OF ALL GRANT FUNDS AWARDED

WHEREAS, the City of Paducah approved Municipal Order No. 2340 on April 28, 2020, to authorize a grant application for the Paducah Police Department; and

WHEREAS, it is now necessary to amend the application amount and the number of handheld radios requested.

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

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary for an FY2020 Edward Byrne Memorial Justice Accountability Grant (JAG) in the amount of [~~\$13,094.65~~] \$11,316.00, to purchase four (4) handheld radios for the Paducah Police Department's Hand-Held and Mobile Radio Replacement Project. No local cash match or in-kind contributions are required.

SECTION 2. The City of Paducah hereby accepts all awarded funds and authorizes and directs the Mayor to execute the grant agreement and all other documents necessary to accept the grant funds.

SECTION [2] 3. This order shall be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 11, 2020
Recorded by Lindsay Parish, City Clerk, August 11, 2020
\mo\grants\ App - PPD JAG hand-held radios 8-2020 AMEND

Agenda Action Form

Paducah City Commission

Meeting Date: August 12, 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 1st and December 1st (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 1st 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 1st 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.

Agency	Transient Room Tax	Distribution Percentage
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%
Totals	6%	100%

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.

Agency	Transient Room Tax	Distribution Percentage
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
Week of July 20	<input type="checkbox"/> McCracken County Sports Tourism Commission to approve amended interlocal agreement (Wednesday, July 22) <input type="checkbox"/> Send Amended Interlocal Agreement to the Kentucky Attorney General by Friday, July 24 <input type="checkbox"/> Documents due to the City of Paducah by Wednesday, July 22	<input type="checkbox"/> CP <input type="checkbox"/> B <input type="checkbox"/> B,CP
Week of July 27	<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 (Tuesday, July 28) <ul style="list-style-type: none"> o Documents due by Tuesday, July 21 <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
Week of August 3	<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
Week of August 10	<input type="checkbox"/> Second Reading of the amended interlocal agreement and adoption of Note to the City of Paducah by McCracken County Fiscal Court (Monday, August 10) <input type="checkbox"/> Second Reading of the ordinance by the Paducah City Commission (Tuesday, August 11)	<input type="checkbox"/> CP <input type="checkbox"/> MCFC, CP
Week of August 17	<input type="checkbox"/> Publish Preliminary Official Statement	<input type="checkbox"/> B
Week of August 24	<input type="checkbox"/> Receive approval of amended interlocal agreement by Kentucky Attorney General (Monday, August 24) <input type="checkbox"/> Competitive Bond Sale via i-Deal Parity on Tuesday, August 25 at 11 AM	<input type="checkbox"/> CP <input type="checkbox"/> CP, B
Week of September 7	<input type="checkbox"/> Closing of Bond Issue	<input type="checkbox"/> B
Week of September 14	<input type="checkbox"/> Bonds callable on Wednesday, September 16	<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: August 12, 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. Ordinance

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 FY2021 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 (1st Amendment)

Agenda Action Form

Paducah City Commission

Meeting Date: August 12, 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

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:¹
 - 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

¹ 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.

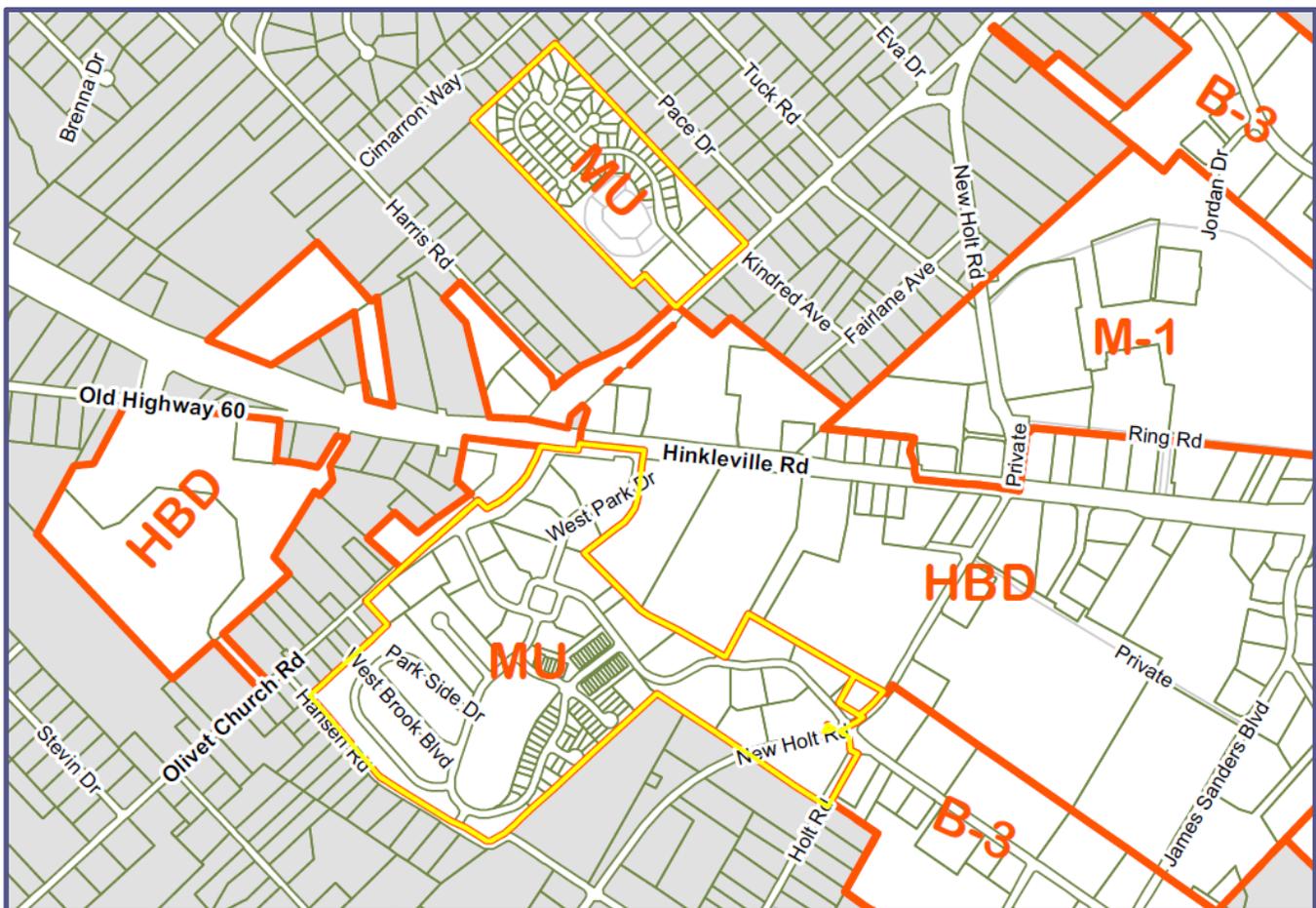
- f. Such sign shall be located on the same lot as the principal building.
 - g. Only one (1) electronic message sign (either freestanding or attached to a building) shall be permitted per lot.
 - h. Such sign shall not flash, change or move from 11 p.m. to 5:00 a.m.
-

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

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.

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 changes 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.

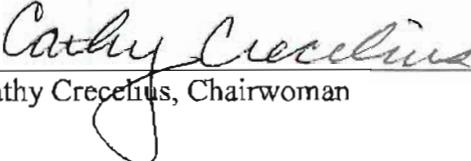
No sign shall be permitted in the MU zone or A-1 zone except as provided in subsections (e) and (g) and as provided as follows:

- (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.
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 - 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: August 12, 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.

Section 126-176. - ~~Amendments and development plans~~ Planning Commission.¹

(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.²

(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.³
- (2) In accordance with KRS 424, notice shall be published in the newspaper at least 14 days before the hearing.⁴

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

² Requirement applies to more than the development plans, therefore revised.

³ 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.⁵

(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.⁶

(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.⁷ Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.⁸

(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.⁹

(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.¹⁰

(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.¹¹

⁴ Publication requirement actually stated, eliminating the need to look elsewhere.

⁵ Consolidated Subsections 126-176(g)(2) and (h)(2) and moved toward the beginning so it is easily found.

⁶ 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.

⁷ Per KRS 100.2111 (1)

⁸ Per KRS 100.2111 (2)

⁹ Per KRS 100.2111 (3)

¹⁰ Per KRS 100.2111 (4)

¹¹ 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.¹² ~~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.

¹² 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.~~¹³

~~(5) Enforcement. The responsibilities of enforcement of this section shall be as designated by the City Manager.~~¹⁴

¹³ Redundant, addressed by Sec.126-32

¹⁴ 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.

Section 126-176. - Planning Commission.¹

(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.²

(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.³
- (2) In accordance with KRS 424, notice shall be published in the newspaper at least 14 days before the hearing.⁴

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

² Requirement applies to more than the development plans, therefore revised.

³ 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.

⁴ 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.⁵

(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.⁶

(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.⁷ Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.⁸
- (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.⁹
- (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.¹⁰
- (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.¹¹

(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;

⁵ Consolidated Subsections 126-176(g)(2) and (h)(2) and moved toward the beginning so it is easily found.

⁶ 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.

⁷ Per KRS 100.2111 (1)

⁸ Per KRS 100.2111 (2)

⁹ Per KRS 100.2111 (3)

¹⁰ Per KRS 100.2111 (4)

¹¹ 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.¹² 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.

¹² 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.

13

14



¹³ Redundant, addressed by Sec.126-32

¹⁴ 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	<p>Text change to provide for:</p> <ul style="list-style-type: none"> • Rename the section “Planning Commission” • Clarify and enhance Legal Notice requirements • Establish alternative process for final adoption of Zone Changes (Rezoning) • Clean up the organization of the section for readability • Correct grammar, citations and references to Board of Commissioners, etc.

CONSIDERATIONS

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

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.

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.

~~(b)~~ [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;

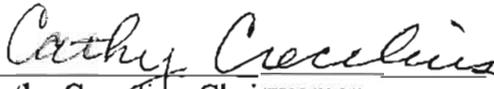
WHEREAS, this Commission has duly considered said text amendment and has heard and weighed the objections and suggestions of all interested parties who appeared at said hearing.

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: August 12, 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:
Account Number:

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

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 its 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, up to the equivalent of the purchase price of Tracts 1 and 3. Should the cost of additional remediation exceed this amount, the City and the Developer shall work collaboratively to identify additional sources of funds to be used for remediation. However, should the additional cost of remediation exceed such available funds, neither party shall be bound to the conveyance of the property.

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: _____

Business phone: _____
Email address: _____

Attn: _____

Business phone: _____
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

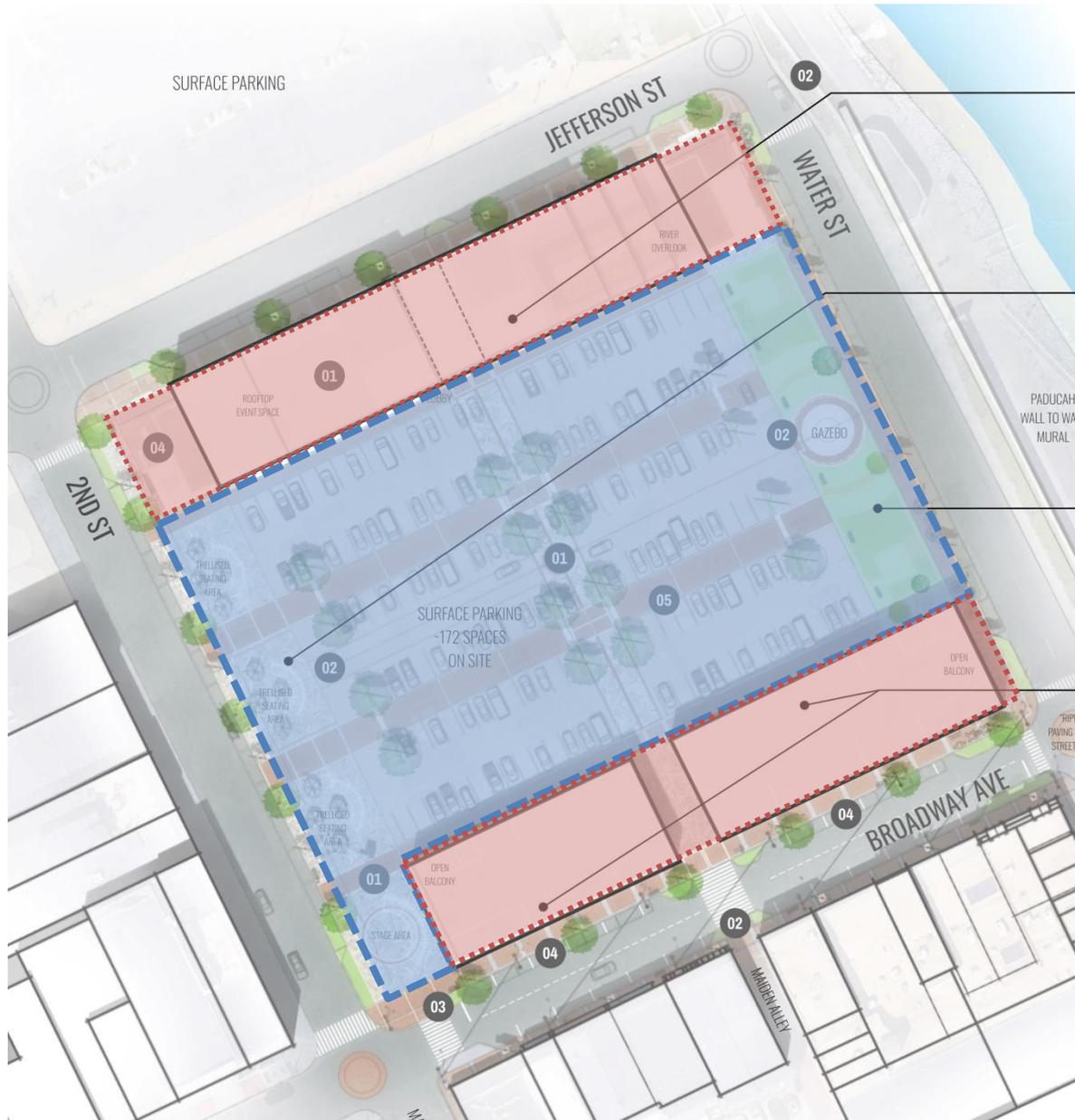
URBAN PARK
 PERMANENT HARDSCAPE PROMENADE
 CONNECTS VISUALLY TO OTHER IMPORTANT LANDMARKS IN DOWNTOWN PADUCAH
TOTAL = 11,000 SF

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

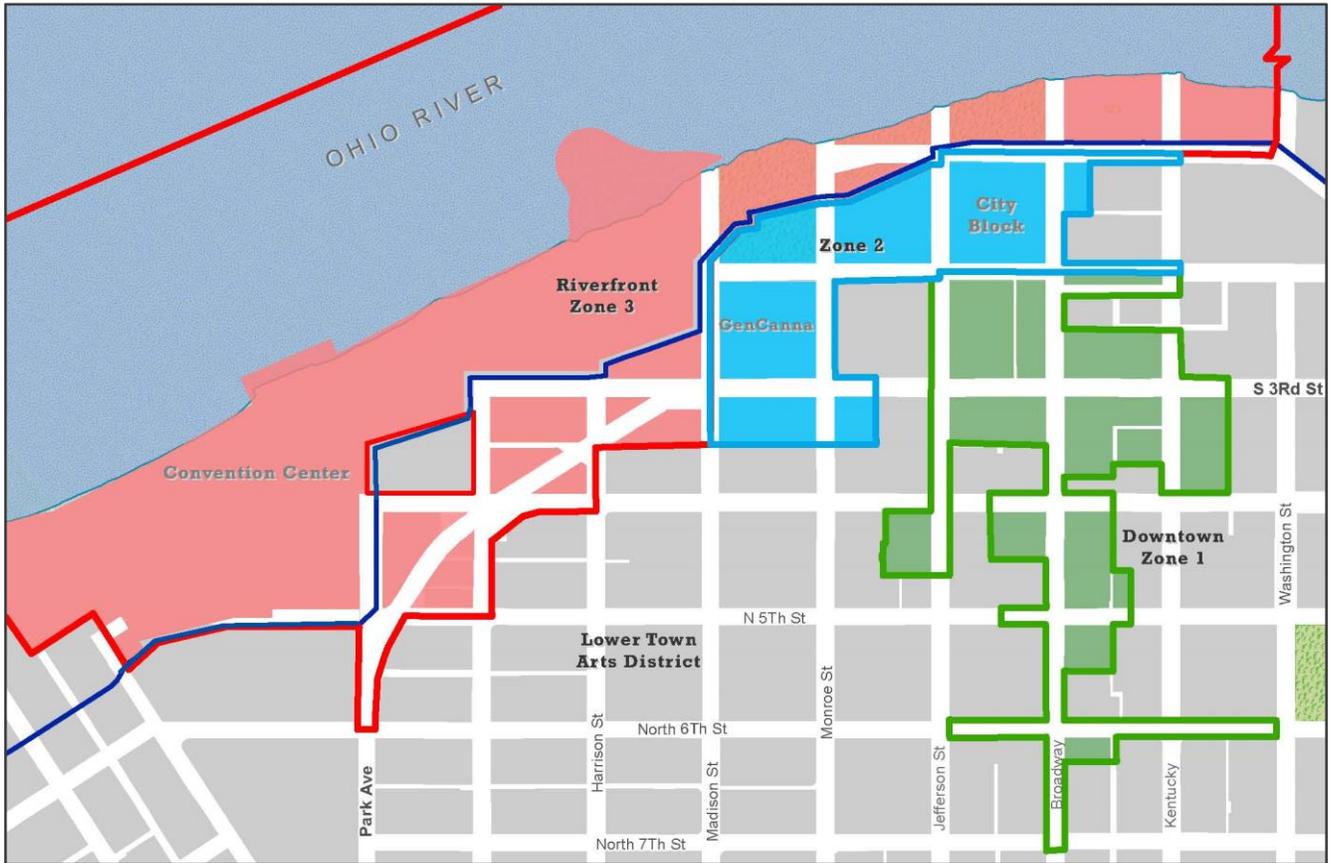
Construction Phasing



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.

Brandi Harless, Mayor

ATTEST:

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: August 12, 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. Paducah Riverfront Hotel Right of First Refusal 2020

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 5th 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]

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.

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: *[Signature]*
Glenn D. Higdon, President

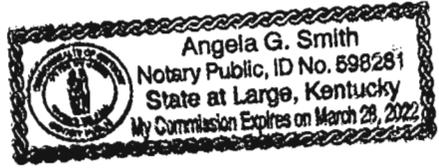
STATE OF KENTUCKY)

COUNTY OF Daviess)

The foregoing instrument was acknowledged before me on this 23 day of July, 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 3/28/2022.

Notary ID No., 598281 *[Signature]*
Notary Public, State at Large



Agenda Action Form

Paducah City Commission

Meeting Date: August 12, 2020

Short Title: Approve the Rezoning of 2.96 acres at 401 Walter Jetton Blvd - **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer, Tammara Tracy

Presentation By: Tammara Tracy

Background Information: On August 3, 2020 the Planning Commission heard, discussed, and recommended approval of the application to rezone 2.96 acres from the R-3 district to the B-3 district located at 401 Walter Jetton Boulevard.

The site is the former Walter Jetton High School that would be renovated and reused for 60 residential units being 1- and 2-bedrooms in size, and a community service facility for arts administration, education and training in Symphony Hall and the former library. Two arts organizations would be operating the community service portion of the facility.

The Planning Commission found that the rezoning was appropriate with one condition: not allow automotive uses of any type in the future.

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

If yes, please list the Action Step Item Codes(s): *N-2 Encourage, incentivize, and/or support more housing options throughout the City*

C-2 Recognize, promote and encourage creative industry growth

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. Ordinance
2. Staff Report
3. Petitioners Presentation
4. Parking information
5. Paducah School District Parking Agreement
6. Paducah Parks Dept LOI
7. Resolution

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 401 WALTER JETTON BOULEVARD FROM R-3 (MEDIUM DENSITY RESIDENTIAL ZONE) TO B-3 (GENERAL BUSINESS ZONE)

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a Resolution passed by the Paducah Planning Commission on August 3, 2020, and entitled, "THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-3 (MEDIUM DENSITY RESIDENTIAL ZONE) TO B-3 (GENERAL BUSINESS ZONE) FOR PROPERTY LOCATED AT 401 WALTER JETTON BOULEVARD," 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-3 to B-3:

Being at the Intersection of the centerline of the 100' Right-Of-Way of Walter Jetton Boulevard and the centerline of the 30' Right-Of-Way of Bronson Avenue; Thence with the centerline of Bronson Avenue S 26°00'00" W a distance of 339.12' to the intersection with the centerline of the 50' Right-Of-Way of Gould Street; thence with the centerline of Gould Street N 26°00'00" W a distance of 377.20' to the intersection with the centerline of the 50' Right-Of-Way of Clark Avenue; thence with the centerline of Clark Avenue N 26°00'00" E a distance of 339.12' to the intersection with the centerline of the 100' Right-Of-Way of Walter Jetton Boulevard; thence with the centerline of Walter Jetton Boulevard S 26°00'00" E a distance of 377.20' to the point of beginning, containing an area of 127,916 square feet (2.94 acres).

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.

Mayor

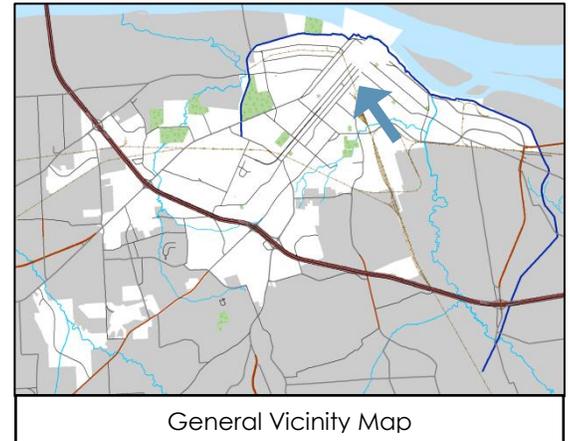
ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, August 11, 2020
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by the Paducah Sun, _____
\\ord\plan\zone\401 Walter Jetton R-3 to B-3

APPLICATION INFORMATION

ADDRESS	401 Walter Jetton Boulevard
CASE NO.	ZON2020-064 & VAR2020-065
OWNER	The Jetton Schoolhouse Limited Partnership
APPLICANT	Marian Development Group
AGENT	---
REQUEST	Zone change from R-3 Medium Density Residential Zone to B-3 General Business Zone & variance of parking standards



GENERAL SITE INFORMATION

CURRENT ZONING	R-3 Medium Density Residential Zone
CURRENT LAND USE	Multi-family
COMPREHENSIVE PLAN	Commercial
CURRENT IMPROVEMENTS	Historic school building
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Storm sewer, Paducah Fire, Paducah Police

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-3	Single-family
SOUTH	R-3	Single-family
EAST	B-3	Commercial & single-family
WEST	R-3	Sports field

SITE HISTORY

The site is 2.04 acres and is improved with a masonry building originally built as a high school, now partially used for 29 residential apartments.



Vicinity Map



Zone Map



Future Land Use Map

CONSIDERATIONS

The Petitioner requests to rezone the 89,061 square foot (2.04 acres) lot from R-3 Medium Density Residential Zone to B-3 General Business Zone to adaptively reuse the historic school building. The building is proposed to contain 60 apartment units, a venue for the Paducah Symphony Orchestra and artist set-up, intermittent retail and studio space.

STATUTORY REQUIREMENTS KRS 100.213

“Before any map amendment is granted, the planning commission or the legislative body or fiscal court **must** find that the map amendment is in agreement with the adopted comprehensive plan, or, in the absence of such a finding, that one or more of the following apply and such finding shall be recorded in the minutes and records of the Planning Commission or the legislative body or fiscal court:

- (a) That the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate;
- (b) That there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the adopted comprehensive plan and which have substantially altered the basic character of such area. “

The proposed rezoning to B-3 General Business Zone is in compliance with the City of Paducah Comprehensive Plan.

SITE DESIGN

The building is proposed to house 40 one-bedroom apartment units and 20 two-bedroom apartment units. Symphony Auditorium and the former library would be renovated into a community service facility providing administrative offices, education and training spaces, and performance space for two arts organizations. Symphony Auditorium currently contains approximately 1,020 seats; however the number of seats will be reduced upon renovation and to create other spaces. The Paducah Symphony Orchestra (PSO) would be one of the arts organizations, using space for their administrative offices and the hall as a secondary performance space. The Carson Center would still be the PSO primary performance venue. A second arts organization is also proposed to occupy and program the space.

The purpose of the zone change petition is to allow this unique combination of uses. These types of land uses are all permitted in the B-3 General Business Zone, of which the east side of Walter Jetton Boulevard is zoned.

This is an example of an adaptive reuse: reimagining a historic property as a new use to fit the modern business climate and housing needs. With the change to a modern business climate and housing needs comes the need to accommodate modern parking demands as well. In the past, students would walk to school. However, parking is now required for the aforementioned uses.

PARKING VARIANCE REQUEST VAR2020-065

The Planning Commission has the authority to hear and decide variances when submitted as part of a rezoning request, pursuant to Section 126-176 (e) of the Paducah Zoning Ordinance. Further, in Section 126-71(j), the Planning Commission is authorized to adjust requirements for mixed use projects to take advantage of differences in the timing of parking demand. The petitioner has submitted a parking variance for the Commission's consideration.

Staff has calculated the off-street parking requirements to be 471 spaces needed for the tenant spaces, performance venue and artist space. The petitioner, who has significant experience in adaptive reuse of historic properties, has submitted a parking analysis supporting the request to reduce the number of off-street parking spaces required to 179 spaces. This is a total reduction request of 292 parking spaces.

Based on one space for every three seat, the Symphony Auditorium would require 340 spaces. Symphony Auditorium currently contains 1,020 seats. The Petitioner has requested a reduction of 240 spaces to 100 spaces provided. This equates to approximately one space for every 10 seats. The PSO indicates they would need approximately 300 seats three times a month. However, there is the possibility of Symphony Auditorium selling out twice a year. The Petitioner would be willing to seek a shared use agreement with the McCracken County Courthouse two blocks away in the event of Symphony Auditorium selling out. Based upon

their staffing and programming activities, the PSO has indicated that 11 spaces would be needed on a daily basis.

PARKING DEMAND		
	Required Off-street spaces by Ordinance	Petitioner's Analysis
Community Service Facility		
Performance area	1 space/ 3 seats = 1,020/3 = 340	Regularly scheduled use 300 seats / 3 = 100
Administrative offices	1 space / 222 sf = 2	
Arts educational area	1 space/300 sf = 2,600/300 = 9	1 space/300 sf = 2,600/300 = 9
60 residential units	2 spaces / unit = 120	1 sp / 1BR unit = 40 x1 = 40 1.5 sp / 2BR unit = 20 x1.5 = 30
Total	471 spaces	179 spaces

The artist space would require nine spaces based on one space per 300 square feet. The artist space would contain 2,600 square feet. However, for daily operations, in conjunction with the PSO, the Petitioner has also determined that 20 spaces would be needed for both the PSO and the artist space: eleven spaces would be required for the PSO operations described above and nine spaces for the artist space.

The apartments would by ordinance require 120 spaces, based on two spaces per unit. The building is proposed to contain 40 one-bedroom apartments and 20 two-bedroom apartments. The Petitioner has requested the number be reduced to 70 spaces, based on one space per each one-bedroom apartment and 1.5 spaces for each two-bedroom apartment. The Petitioner has drawn upon their experience in metropolitan areas and best practices to determine that 70 spaces would be sufficient.

The Petitioner has further stated public transit is available and is currently being utilized by the existing residents. The Jetton Schoolhouse is currently on the Green Line of the Paducah Area Transit System. The PATS trolley currently stops at the Jackson House, which is one block away. The Petitioner reasons that many of the current tenants will move back into the Jetton Schoolhouse after renovation and the new tenants will have similar incomes and transportation needs. Bike racks are also being proposed in support of an alternative method of transportation.

There is a discrepancy in parking shown on the site plan and on the parking proximity map. For the purposes of discussing the parking waiver, staff has utilized the parking proximity map as it references lots and the number of potential parking spaces.

Nine ADA spaces are proposed to be constructed on-site. The Petitioner is proposing parallel parking on one-side of the street along Clark Street and Bronson Avenue that surround the site, and both parallel and perpendicular parking along Gould Avenue yielding 44 spaces.

PARKING SUPPLY

		<u>Notes</u>
Off-street spaces within 400' of site	42 spaces	
<i>On-site</i>	9 ADA spaces	
<i>Gould Lot (by agreement)</i>	33 spaces	
Off-street spaces over 400' away		
City Park lot (by agreement)	47 spaces	
On-street spaces	174 spaces	
<i>Walter Jetton Blvd</i>	71 spaces	
<i>Gould Ave</i>	27 spaces	<i>Reduce by 10 for maneuverability</i>
<i>Bronson St</i>	7 spaces	
<i>Clark St</i>	10 spaces	
<i>Other streets in area</i>	59 spaces	<i>Reduce by 18 for existing residents</i>
Totals	263 spaces	Net 245 spaces

A total of 130 spaces are identified on Walter Jetton Boulevard and surrounding streets. However, staff has some initial concerns. Residents living on the west side of Walter Jetton Blvd on the next block north, have no rear access to their properties. Neither do the residents on the north side of Clark Street across from the school or the one home on South 11th Street. On-street parking is necessary for a total of nine homes in these three blocks. This proposed plan does not consider existing residents parking needs. If each residence has two cars, a reasonable reduction of 18 on-street spaces can be made.

Further, Staff has concerns regarding the parking on Gould Avenue. Gould Avenue has a 50' Right-of-Way and both parallel and 90-degree parking is proposed. Seventeen spaces are proposed. However, in accordance with the zoning ordinance, the 90-degree spaces must be a minimum of 18' long with a 24' back up space. This only leaves 8' for the parallel parking, which does not meet the minimum width of 10' as required by 126-71 (g) (8) (c) (4). Therefore, approximately 10 spaces would be lost, bringing the number of on-street spaces to 146.

The Petitioner has reached an agreement with the Paducah City Schools Board of Education to utilize the lot known as the Gould lot. This lot contains approximately 33 spaces.

A total of 106 spaces can be utilized for on-site parking, parking along Gould Avenue, in the Gould Avenue lot and in the Parks Department lot. As a note, the Parks Department lot is outside of the 400' radius as required by the Paducah Zoning Ordinance; however, this is a unique situation which would need special attention to reasonable, available parking opportunities.

With the aforementioned reduction in spaces, a total of 245 parking spaces can be accommodated with street parking, on-site parking, the Gould Avenue parking lot and the Parks parking lot. This number is above the parking demand number of 179 parking spaces.

Notable considerations include the fact that the everyday usage of the site under the proposal would generate parking demands that are easily accommodated. It is the special event element that would potentially strain parking supply to which the applicant has demonstrated a reasonable response. Secondly, the site regardless of any use can only provide a token amount of parking on-site. Staff acknowledges and appreciates the adaptive reuse of this historic structure. Staff also understands that for a feasible project to work with available funding sources, sometimes standards must be deviated from so long as the project will not have a dramatic negative impact to the neighborhood.

Because of the structure's historical significance to the City of Paducah, the fact that most of the nearby homes have alley or street access to the rear of their properties or can be afforded on-street accommodation, and the PSO programming of only two potentially sell-out events, staff recommend approval of the parking variance.

PADUCAH COMPREHENSIVE PLAN

The Comprehensive Plan shows not only this parcel, but the parcels around it as well, to change to commercial uses over time.

Goals of the City of Paducah Comprehensive Plan are:

- *Increase the rate of population growth above those of projections and trends analysis.*
- *Provide for adequate land to support more than 30 years of residential development. Ensure a wide range of community character types that provide attractive residential opportunities for a full range of life styles and incomes.*
- *Manage growth to reduce the cost of supporting new development with costly infrastructure and services.*

The proposed apartments are supported by these goals, in addition to being supported by the Future Land Use Map. Infill development would further these goals by utilizing more fully our existing infrastructure (streets, sewer, drainage, etc.), provide a unique housing choice and it provides housing close to downtown which enhances the downtown core economy.

The return to Symphony Auditorium by the PSO would be an event filled with nostalgia. The PSO was founded in 1979 and a return to their original venue, in a secondary capacity, would enhance and solidify this facet of Paducah's history by providing much needed space for practice, lessons and administrative functions.

As an arts community, the retention and expansion of the arts is paramount to the culture of Paducah. A goal in the Comprehensive Plan, with supporting objectives, speaks to this aspect:

Goal: Link economic development initiatives and quality-of-life initiatives together.

- *Sustain and enhance existing community character.*

- *Continue leveraging character to expand the tourism sector.*
- *Encourage the use and adaptive reuse of historic and other buildings for both commercial and residential use.*

EXCERPT FROM THE PADUCAH ZONING ORDINANCE

SECTION 126-109. GENERAL BUSINESS ZONE, B-3.

The purpose of this zone is to provide an area for high intensity commercial activity of a wholesale nature and to ensure easy highway access for such uses.

(1) Principal permitted uses.

- a. *Any use permitted in the B-2 zone*
 - b. *Wholesale establishments*
 - c. *Automotive equipment sales and repair*
 - d. *Laundry and dry-cleaning establishments*
 - e. *Light industrial operations (as approved by the Planning Commission according to degree of objectionable smoke, noise, odor, glare, vibration and heavy freight traffic generation).*
- (2) *Minimum yard requirements. None.*
 - (3) *Minimum area requirements. None.*
 - (4) *Maximum building height. None.*
 - (5) *Screening requirements. See section 126-72.*
 - (6) *Parking requirements. See section 126-71.*



Looking northwest into the site



Looking northeast into the site



Looking northwest into the site



Looking northeast into the site

STAFF RECOMMENDATION

Because parking can be reasonably met and the Comprehensive Plan supports the rezoning of the property, staff is recommending approval. However, as properties change over time, the protection of this area of Paducah is important as it is on the edge of a single-family neighborhood and makes a transition to the commercial uses along Kentucky Avenue. For this reason, staff would further recommend a condition be placed on the rezoning to not allow automotive uses at any point in the future, due to outdoor display, light spillover and potential noxious uses next to the neighborhood.

Based upon the above, staff recommends the following motion:

I move that the Planning Commission recommend to the City Commission case ZON2020-064 pertaining to 401 Walter Jetton Boulevard be rezoned to the B-3 zoning classification.

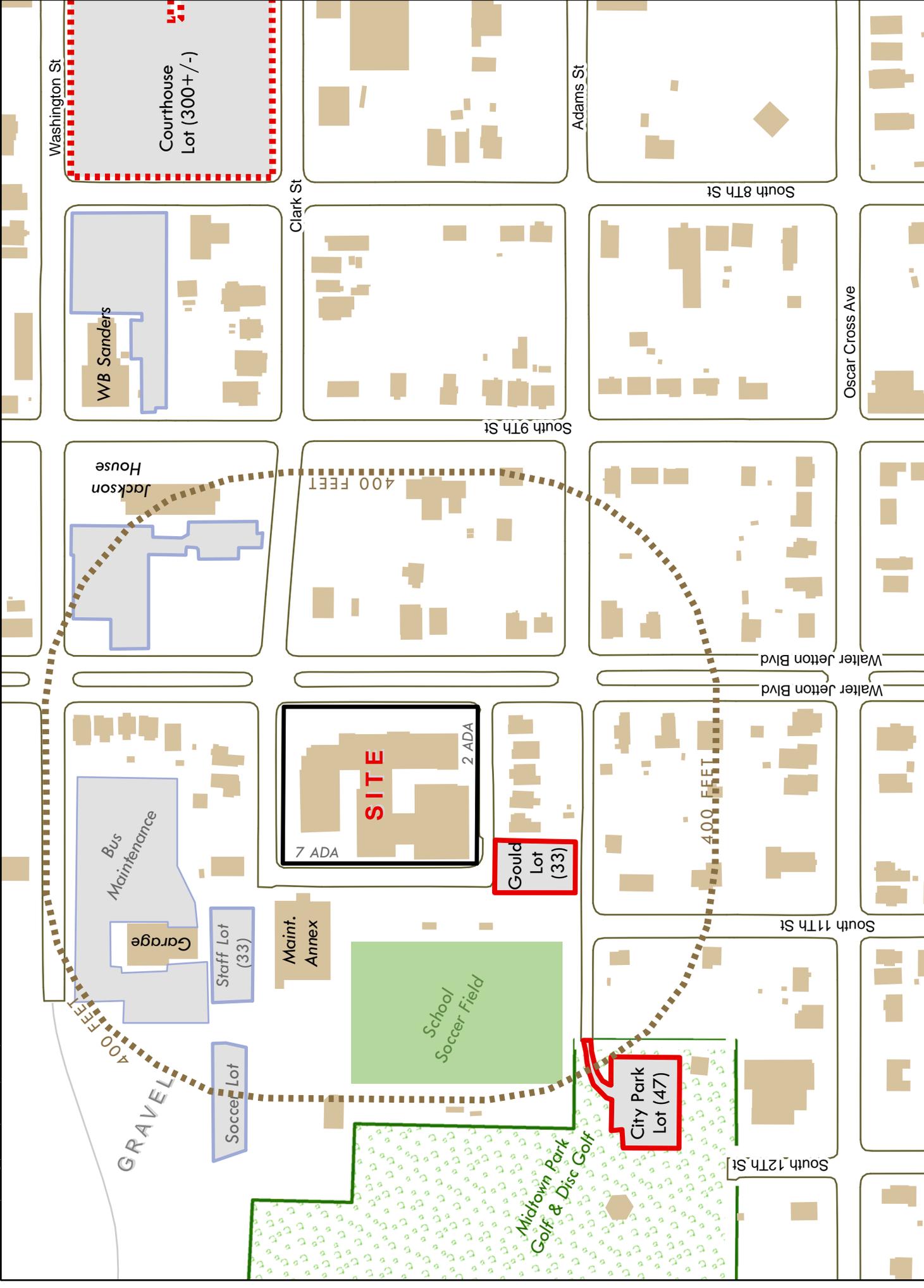
I further move the following findings of fact be adopted:

- *The use of multi-family; symphony venue and artist space are found in the B-3 Zone;*
- *The proposed rezoning to the B-3 Classification is in compliance with the City of Paducah Comprehensive Plan.*
- *The parcels around this site are proposed to change to commercial uses over time as shown on the Future Lane Use Map;*
- *The uses proposed in the building are supported by the City of Paducah Comprehensive Plan Goals and Objectives.*
- *The school building is proposed to be adaptively reused, thereby providing infill development, enhancing the downtown economy and adding population to the City of Paducah as a whole.*

I further move that a condition be placed on this rezoning to not allow automotive uses of any type in the future; and

I further move that a parking waiver variance be granted to reduce the required number of parking spaces from 471 spaces to 179 spaces based on the following findings of fact:

- *Reasonable on-street parking can be provided 400 feet from the property;*
- *Nine homes that require on-street parking can be accommodated;*
- *Most existing homes are served by existing alleys or streets to the rear of the properties;*
- *The Parks Department has entered into an agreement to allow the usage of the Midtown Golf Course parking lot as overflow parking;*
- *The City of Paducah Board of Education has entered into an agreement to allow the usage of the Gould Avenue parking lot as overflow parking;*
- *The Paducah Symphony Orchestra anticipates only requiring 300 seats for most of it's performances;*
- *The apartments consist of 40 one-bedroom apartments and 20 two-bedroom apartments, thereby reducing the need for vehicular parking;*
- *The site is on the Green Line PATS route and also the PATS trolley stops at the Jackson House, one block away*



**Staff Exhibit:
Parking in Nearby Area**

Solid Red outline = available by parking agreement
 Dotted Red outline = public parking
 Brown Dotted line = 400' distance from edge of site
 Tan = buildings

200 100 0 200 Feet



The Dunlap

Renovation to Historic Schoolhouse
401 Walter Jettton Blvd., Paducah, KY 42003



1801 Payne St., Louisville, KY 40206



SYMPHONY HALL - EXTERIOR



SYMPHONY HALL - PLAZA



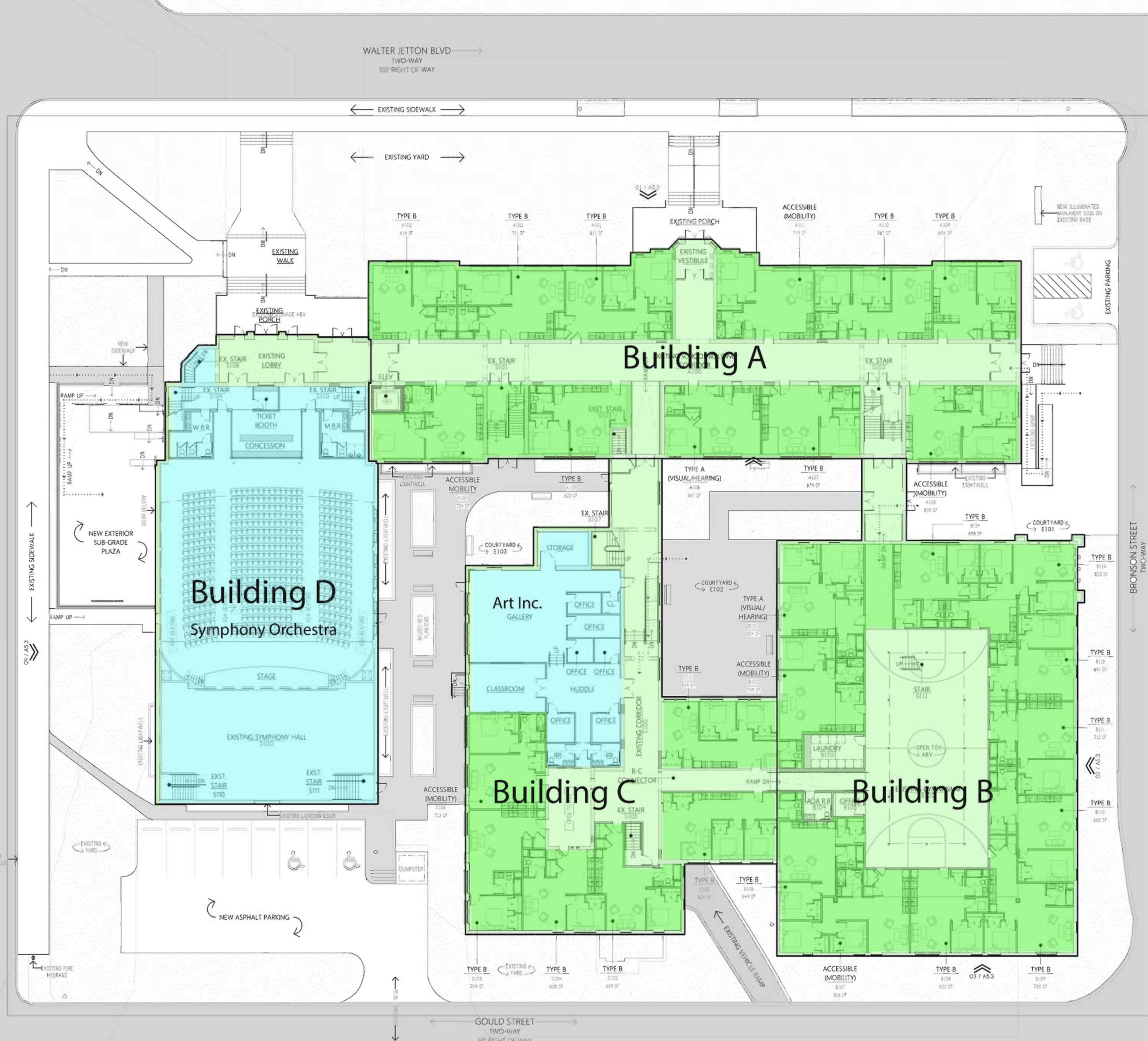
SYMPHONY HALL - INTERIOR

The Dunlap

Renovation to Historic Schoolhouse
401 Walter Jettton Blvd., Paducah, KY 42003



1801 Payne St., Louisville, KY 40206

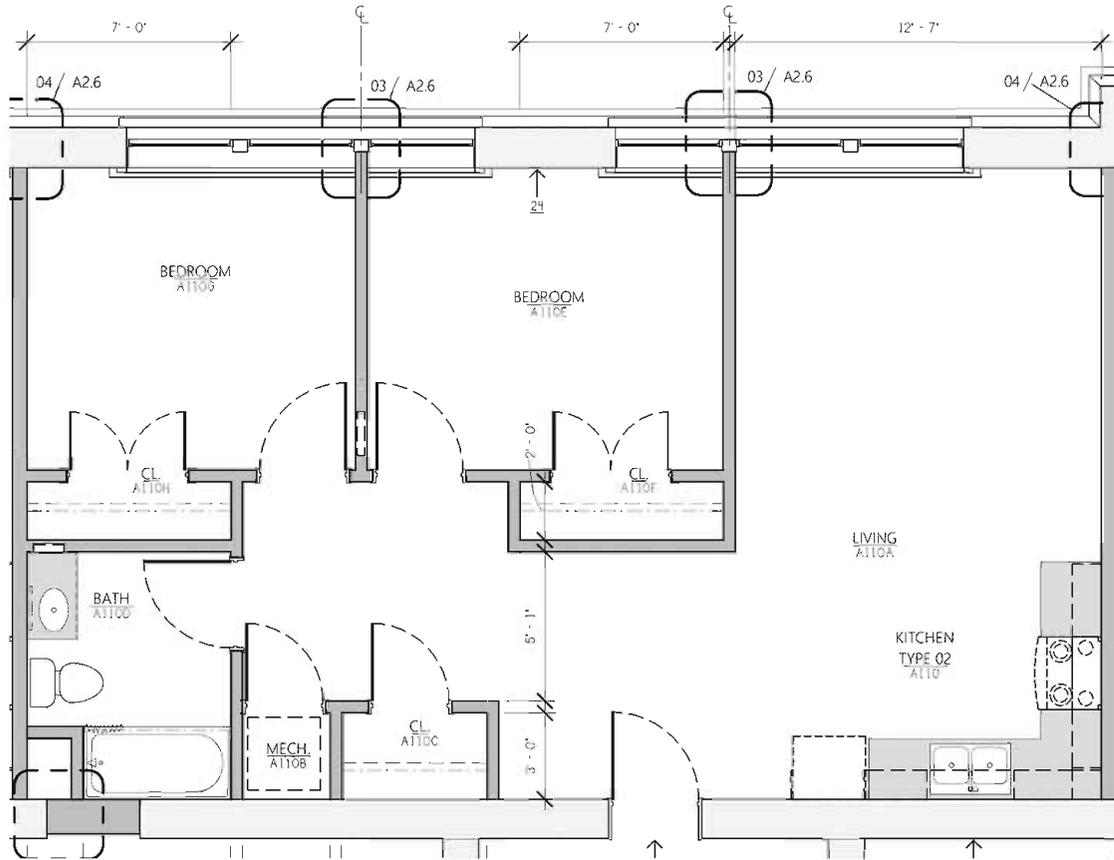


The Dunlap

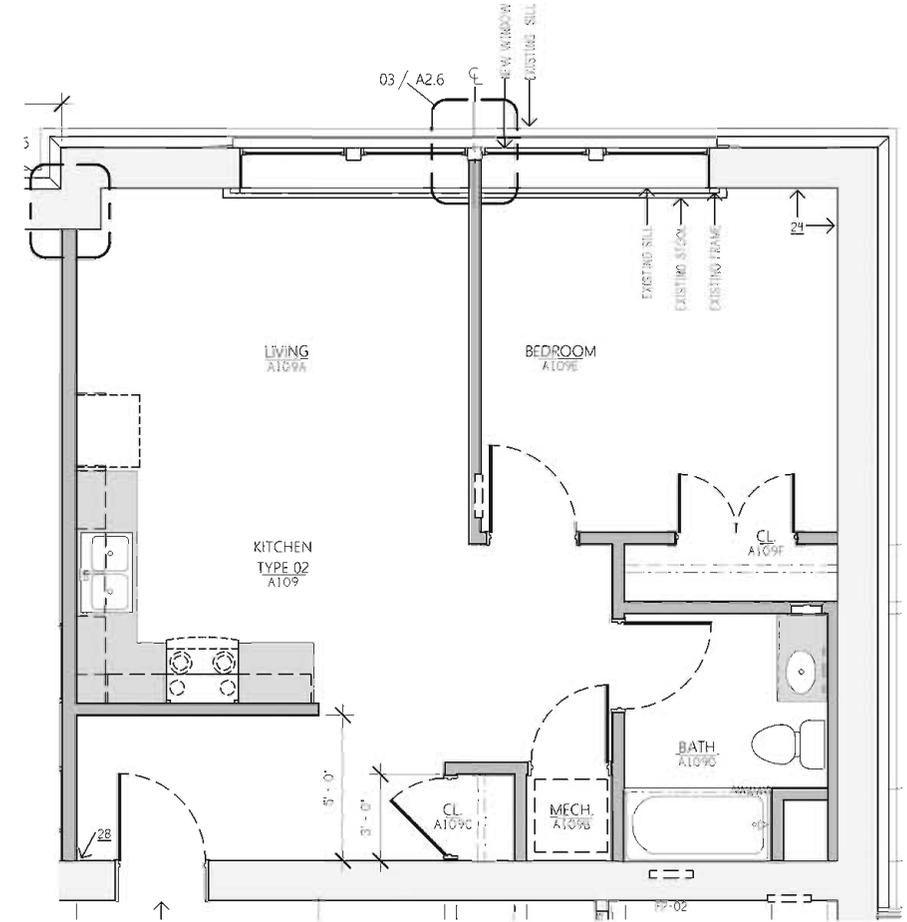
Renovation to Historic Schoolhouse
401 Walter Jetton Blvd., Paducah, KY 42003



1801 Payne St., Louisville, KY 40206



Typical 2-Bedroom Unit



Typical 1-Bedroom Unit

The Dunlap

Renovation to Historic Schoolhouse
 401 Walter Jetton Blvd., Paducah, KY 42003



1801 Payne St., Louisville, KY 40206



PARKING PROXIMITY MAP

SCALE: 1" = 1'-0"

The Dunlap

Renovation to Historic Schoolhouse
 401 Walter Jetton Blvd., Paducah, KY 42003



1801 Payne St., Louisville, KY 40206



June 23, 2020

PARKING WAIVER STATEMENT

The Dunlap, Renovation
401 Walter Jetton Blvd
Paducah, KY, 42003

For Parking Needs:

1. The Planning Department determined that according to zoning regulations, the Dunlap project should have 471 Parking spaces for all the uses being requested onsite.
2. We believe the number should be reduced to 179 spaces, which should account for our projected capacity with small exception to special events only several times a year. Please see the calculations below to explain our justification.
 - a. **Symphony Auditorium:** (Paducah Symphony Orchestra) The existing space is roughly 1020 seats. The standard parking calculation is at 1 space for every 3 seats (factor 1/3 seated occupancy)
 - i. Full house seating 1020 seats/3 =340 spaces
 - ii. Typical event (1/3 capacity) 340 seats/3 =114 spaces
 - iii. Estimated typical capacity 300 seats/3 =100 spaces

We worked with the tenant, Paducah Symphony Orchestra (PSO) to determine what their intended maximum number of customers/patrons would be and how often they believe that would happen. The PSO stated they would not likely have an event at full capacity, but erred on the high side and assumed they could possibly sellout twice a year.

- iv. An event like that would need \approx 340 spaces
 - v. They estimate most events that would take place in the symphony auditorium would take place after normal office hours and would only require 100 spaces (see above calculation). And would only occur 3 times a month. Also to note, this is intended to be their secondary performance space.
 - vi. For practice, lessons, and administrative functions, 330 days a year, they would only need around 12-15 spaces?
- b. **Artist space:** (Art Inc.) The standard parking calculation is at 1 space per 300 S.F.
 - i. Tenant, gross area +/- 2600 S.F./300 =9 spaces

In discussions with both Art Inc. and Paducah Symphony Orchestra Space, we have confirmed hours of operations, as well as the frequency and overlap of events to determine parking capacity needed for their normal operations to be at 20 spaces.

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JUN 26 2020

Planning Department

- c. **Apartments:** There are 60 apartments planned, at (40) 1-bedroom units, and (20) 2-bedroom units. The following methods look at standard calculations compared to a closer estimate of occupant load, by bedroom.
- i. Standard calculation: 2-spaces x 60 units = 120 spaces
 - ii. By bedroom - A (40) 1-br x 1 + (20) 2-br x 2 = 80 spaces
(1 space for each 1-bedroom, and 2 spaces for each 2bedroom)
 - iii. By bedroom - B (40) 1-br x 1 + (20) 2-br x 1.5 = 70 spaces
(1 space for each 1-bedroom, and 1.5 spaces for each 2bedroom)

We believe this residential formula results in a more accurate need for parking to be at 70 spaces, based on best-practices, along with our past experience in affordable housing in metropolitan areas.

- d. In summary our projected parking needs for the planned uses are:

Symphony Auditorium	100 Spaces
Artist Space	9 Spaces
Apartments	70 Spaces
Total Parking Needed	179 Spaces

3. Additional parking reductions possible could include:
- a. **Public Transit:** We are also on a bus line, and believe many of our residents currently use and would continue to use this public service. It was also confirmed that not many current tenants have cars and we believe many of these tenants will move back in and many of our new tenants would have similar incomes and transportation needs. We propose an additional 5 space deduction based on the assumptions of more bus usage and lower level of dependence on cars by our tenants.
 - b. **Bike Parking:** Additionally, we are offering bike racks and are encouraging alternate modes of transportation. For the symphony, some children taking lessons will choose to ride to class. We propose additional 1-2 space deduction

For Potential Parking to be Provided:

1. We have identified a total of 305 parking spaces within a 400 foot boundary from the property line of the site that could be used to meet the new number of spaces believed to be reasonably adequate. See Parking Proximity Map, for detail and breakdown.
 - a. Onsite parking available 9 spaces
 - b. Potential shared lot parking 122 spaces
 - c. On-street parking 174 spaces
 - Total Potential Parking 305 spaces**
2. ADA accessible parking spaces and ADA van-accessible parking spaces will be provided to meet and exceed mandated requirements, along with an accessible route necessary.
3. We also identified an additional 300 spaces at the County Courthouse Lot, which is outside of the 400 ft. buffer, but is within walking distance at less than 1/4 of a mile away. If needed we the applicant can seek a shared use agreement with the courthouse in the event of a full capacity event in the Symphony Hall.

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JUN 26 2020

Planning Department

VAR2020-065

Paducah Board of Adjustment

Required Findings of Fact for granting a Variance

As per KRS 100-243, before any variance is granted, the Board of Adjustment must find that:

1. The grant of the variance will not adversely affect the public health, safety or welfare, because:

We believe the Development will not need as many spaces as initially determined by Planning, and under normal operations, all users will have adequate parking available within a safe, walkable distance from an entrance to the building.

2. The grant of the variance will not alter the essential character of the general vicinity, because:

We would actually need less spaces and therefore less pavement for new parking lots that could disturb the character of the mostly traditional neighborhood. Our development fits the traditional neighborhood model as it is mostly residential with a small commercial footprint and light use.

3. The grant of the variance will not cause a hazard or a nuisance to the public, because:

We would actually need less spaces and therefore less pavement for new parking lots that could disturb the character and increase run-off issues and heat island effects that more pavement creates.

4. The grant of the variance will not allow an unreasonable circumvention of the requirements of the zoning regulations, because:

We have determined that the Development will need approximately 290 less parking spaces than initially determined by Planning. All users will have adequate parking available within a safe, walkable distance from an entrance to the building, even in events that require more spaces than during average operational hours.

The Board of Adjustment shall consider whether:

- (a) The requested variance arises from special circumstances which do not generally apply to land in the general vicinity, or in the same zone; because:

Although the building has a symphony hall space with substantial square footage and several seats available, the nature of the space is to be a Community Service Facility, that must serve primarily low to moderate income members of the public and residents of the affordable on-site housing. As such, the majority of the commercial space will only serve larger groups of users, sparingly. The symphony hall space on site, will not be used as typical theater type spaces, such as the Carson Center, movie theaters, and/or convention center spaces that have large seating spaces. Nor will it be marketed as any of the above-mentioned spaces for tourist attractions or daily performances. Most of the time, the commercial space will only be for office use, and/or individualized training or practice space for a limited number of users. Also, for most events that would use the symphony hall seating, the use would be much less than the full capacity of the venue and require much less parking as a result.

- (b) The strict application of the provisions of the regulation would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant; because:

The strict provision of providing 471 spaces of parking would require the applicant to provide roughly 140 more parking spaces within 400 ft of the site. That would cause the hardship of having to find nearby land available for sale and available as a parking use, purchase that land, and construct the lot.

- (c) The circumstances are the result of actions of the applicant taken subsequent to the adoption of the zoning regulation from which relief is sought; because:

The original use was an educational facility that eventually included a symphony hall and gymnasium, and much later the Paducah Symphony Orchestra operated and held performances there. At that time of construction, it was intended for education, sports, and entertainment, although there was not a need for as many vehicles, as there weren't as many automobiles, and the area allowed for more walkability. Therefore, the lack of parking was a result of actions taken prior to zoning regulations. We believe our rehabilitation plan will promote more walkability and public transportation use, lessening the dependence on an automobile.

Additionally, the board shall deny any request for a variance arising from circumstances that are the result of willful violations of the zoning regulation by the applicant subsequent to the adoption of the zoning regulation from which relief is sought.

July 14, 2020

Paducah Independent School District
800 Caldwell St.
Paducah, KY 42003
Attn: Donald Shively, Superintendent

**Re: Letter of intent for off-site parking for the renovated Jetton Schoolhouse
at 401 Walter Jetton Boulevard**

Dear Mr. Shively,

On behalf of Dunlap, LLLP ("Dunlap"), Dunlap GP, LLC, as general partner, is pleased to submit the following non-binding proposal to Paducah Independent School District (the "District") for a shared use agreement to provide off-site parking on the lot owned by the District for events at the Jetton Schoolhouse.

Premises: The vacant asphalt lot located at 1016 Adams St. in Paducah, Kentucky, known as the Gould Lot, containing space for approximately 33 parking spaces.

Term: 15 Years

Proposed Commencement: Upon completion of the renovation of the Jetton Schoolhouse, expected to be in April, 2022.

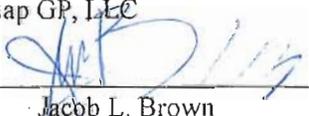
Proposed Use: Dunlap and its tenants, including the Paducah Symphony Orchestra and Art, Inc., and their visitors and patrons, will be permitted to use the Gould Lot at no charge for overflow parking during special events sponsored by Dunlap, Paducah Symphony Orchestra, and Art, Inc. It is anticipated that these events would occur two or three times a month in the late afternoons and early evenings.

This letter of intent and all future discussions will be considered non-binding on either party until a mutually agreeable shared use agreement is fully executed by the District and Dunlap. Please sign in the space provided below to indicate your interest in pursuing a shared use agreement for parking for the Jetton Schoolhouse, generally in accordance with the terms outlined above.

Thank you.

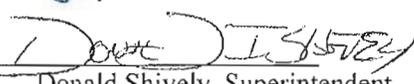
Sincerely,

Dunlap GP, LLC

By: 

Jacob L. Brown

Paducah Independent School District

By: 

Donald Shively, Superintendent

July 16, 2020

City of Paducah Parks & Recreation Department
1400 H C Mathis Dr.
Paducah, KY 42001
Attn: Mark Thompson, Director

**Re: Letter of intent for off-site parking for the renovated Jetton Schoolhouse
at 401 Walter Jetton Boulevard**

Dear Mr. Thompson,

On behalf of Dunlap, LLLP ("Dunlap"), Dunlap GP, LLC, as general partner, is pleased to submit the following non-binding proposal to the City of Paducah Parks & Recreation Department (the "Parks Department") for a shared use agreement to provide off-site parking on the lot owned by the District for events at the Jetton Schoolhouse.

Premises: The vacant asphalt lot located at 1122 Adams St. in Paducah, Kentucky, known as the Parks Lot, containing space for approximately 47 parking spaces.

Term: 5 Years with a five year renewal with the City's approval and unless the City chooses to redevelop the area know as Midtown Golf Course

Proposed Commencement: Upon completion of the renovation of the Jetton Schoolhouse, expected to be in June, 2021.

Proposed Use: Dunlap and its tenants, including the Paducah Symphony Orchestra and Art, Inc., and their visitors and patrons, will be permitted to use the Parks Lot at no charge for overflow parking only during special events sponsored by Dunlap, Paducah Symphony Orchestra, and Art, Inc. It is anticipated that these events would occur two or three times a month in the late afternoons and early evenings. It is required that Parks Department shall be given a minimum of a thirty (30) day notice prior to scheduling each event anticipating the use overflow parking.

This letter of intent and all future discussions will be considered non-binding on either party until a mutually agreeable shared use agreement is fully executed by the Parks Department and Dunlap. Please sign in the space provided below to indicate your interest in pursuing a shared use agreement for parking for the Jetton Schoolhouse, generally in accordance with the terms outlined above.

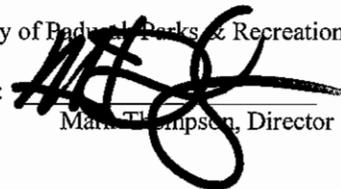
Thank you.

Sincerely,

Dunlap GP, LLC

By: _____
Jacob L. Brown

City of Paducah Parks & Recreation Department

By:  _____
Mark Thompson, Director

A RESOLUTION CONSTITUTING
THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE
PROPOSED ZONING CHANGE FROM R-3 (MEDIUM DENSITY RESIDENTIAL
ZONE) TO B-3 (GENERAL BUSINESS ZONE) FOR PROPERTY LOCATED AT
401 WALTER JETTON BOULEVARD.

WHEREAS, a public hearing was held on August 3, 2020 by the Paducah Planning Commission after advertisement pursuant to law;

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

WHEREAS, the existing zoning, R-3 (Medium Density Residential) is inappropriate and B-3 (General Business 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 recommends 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 described area from R-3 (Medium Density Residential Zone) to B-3 (General Business Zone) and being more particularly described as follows:

Being at the intersection of the centerline of the 100' Right-Of-Way of Walter Jetton Boulevard and the centerline of the 30' Right-Of-Way of Bronson Avenue; Thence with the centerline of Bronson Avenue S 26°00'00" W a distance of 339.12' to the intersection with the centerline of the 50' Right-Of-Way of Gould Street; thence with the centerline of Gould Street N 26°00'00" W a distance of 377.20' to the intersection with the centerline of the 50' Right-Of-Way of Clark Avenue; thence with the centerline of Clark Avenue N 26°00'00" E a distance of 339.12' to the intersection with the centerline of the 100' Right-Of-Way of Walter Jetton Boulevard; thence with the centerline of Walter Jetton Boulevard S 26°00'00" E a distance of 377.20' to the point of beginning, containing an area of 127,916 square feet (2.94 acres).

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

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


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on August 3, 2020