



CITY COMMISSION MEETING
 AGENDA FOR NOVEMBER 12, 2013

5:30 P.M.

ROLL CALL

INVOCATION –

**PLEDGE OF ALLEGIANCE –Maddie Ybarzabal– Paducah Tilghman High School
 Freshman**

PROCLAMATION – 20+ Years in Business for Downtown & LowerTown Merchants

**PRESENTATION –Barkley Regional Airport Authority Audit & Update for FY2013 –
 R. Roof**

ADDITIONS/DELETIONS

	I. <u>MINUTES</u>
	II. <u>MOTIONS</u>
	A. R & F Documents
	III. <u>APPOINTMENTS</u>
	A. Tree Advisory Board
	B. Paducah-McCracken County Senior Citizen's Board
	C. Paducah Planning Commission
	D. Board of Adjustment
	E. Paducah-McCracken County Riverport Authority
	IV. <u>MUNICIPAL ORDERS</u>
	A. Personnel Actions – C. MEDFORD
	B. Bridge Safe Load Capacity Posting Certification to KYTC – R. MURPHY
	V. <u>ORDINANCE – INTRODUCTION</u>
	A. KY Homeland Security Grant Award for Portable Radios – S. ERVIN

		B. Amending Zoning Ordinance: – S. ERVIN
		1. Section 126-71, Off-street Parking and Loading Areas
		2. Section 126-76, Zoning Regulations
		3. Section 126-106, Convenience and Service Zone
	VI.	<u>CITY MANAGER REPORT</u>
	VII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VIII.	<u>PUBLIC COMMENTS</u>
	IX.	<u>EXECUTIVE SESSION</u>

November 12, 2013

I move that the following documents be received and filed:

DOCUMENTS

1. Transit Authority of the City of Paducah Financial Statements with Independent Auditor's Report for the Year Ended June 30, 2013
2. Purchase District Health Department Report on Audit of Financial Statements and Supplemental Schedules for year ended June 30, 2013

BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Cynthia B. Jones

NAME OF BOARD OR COMMISSION: _____

Tree Advisory Board

DATE TO BE PLACED ON AGENDA: November 12, 2013

EXPIRATION OF TERM DATE: July 26, 2017

APPOINTEE'S HOME ADDRESS:

Street: 610 Hillgate St.

City/Zip: Paducah, KY 42001

Phone: 270-442-3900

Email Address: _____

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: Robert Dwyer

- Thank you
- Resigned

ADDRESS: 323 Madison Street

- Term Expired
- Other (explain)

City/Zip: Paducah, KY 42001

Appointee Confirmation: Date: 10/28/13 By: Lindsay Parish

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

Biography—Cindy Jones

Cindy Jones moved to Paducah in 1967 and graduated from Paducah Tilghman High School. She earned a BS in elementary education from the University of Kentucky and a MA degree from Murray State University in the field of environmental education. She was a teacher with the Paducah City Schools, serving as an elementary science specialist and later as a middle school biology teacher. She also taught high school biology and anatomy at Community Christian Academy.

Currently, Cindy is a member of the Paducah Garden Club, where she oversaw the planting of 100 trees on Jefferson Street following the 2009 ice storm. She also serves on the Civic Beautification Board, is a member of the Kalosophic Club, and is a lay reader at Grace Episcopal Church. She is a volunteer docent at the Nature Station in the Land Between the Lakes and at the Yeiser Art Center.

Cindy is the wife of Burnham Jones, mother of two boys, and grandmother of one, all of whom live in Paducah.

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Shirley Trail-Jamies

NAME OF BOARD OR COMMISSION: Paducah - McCracken
County Senior Citizens Board

DATE TO BE PLACED ON AGENDA: November 12, 2013

EXPIRATION OF TERM DATE: June 30, 2016

APPOINTEE'S HOME ADDRESS:

Street: 340 Garland Road

City/Zip: Paducah, KY 42001

Phone: _____

Email Address: _____

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: _____

- Thank you
- Resigned

ADDRESS: _____

- Term Expired
- Other (explain)

City/Zip: _____

Appointee Confirmation: Date: 10/21/13 By: Gayle Kaler

Board of Commission Approval: _____

Original to: Tamara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: David Morrison

NAME OF BOARD OR COMMISSION: _____

Paducah Planning Commission

DATE TO BE PLACED ON AGENDA: November 5th, 2013

EXPIRATION OF TERM DATE: August 31, 2017

APPOINTEE'S HOME ADDRESS:

Street: 430 Seneca Lane

City/Zip: Paducah, KY 42001

Phone: _____

Email Address: david.morrison@kctes.edu

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: _____

- Thank you
- Resigned

ADDRESS: _____

- Term Expired
- Other (explain)

City/Zip: _____

Appointee Confirmation: Date: _____ By: _____

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Joseph Ben berry

NAME OF BOARD OR COMMISSION: _____

Paducah Planning Commission

DATE TO BE PLACED ON AGENDA: November 12, 2013

EXPIRATION OF TERM DATE: August 31, 2017

APPOINTEE'S HOME ADDRESS:

Street: 1400 Rudy Ave.

City/Zip: Paducah, KY 42001

Phone: _____

Email Address: joe benberry@comcast.net

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: _____

- Thank you
- Resigned

ADDRESS: _____

- Term Expired
- Other (explain)

City/Zip: _____

Appointee Confirmation: Date: _____ By: _____

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Johanna Rhodes

NAME OF BOARD OR COMMISSION: Board of Adjustment

DATE TO BE PLACED ON AGENDA: November 12, 2013

EXPIRATION OF TERM DATE: August 31, 2017

APPOINTEE'S HOME ADDRESS:

Street: 320 North 6th Street

City/Zip: Paducah, Ky. 42001

Phone: 443-7760

Email Address: etccoffee@bellsouth.net

Appointee's Business Name: _____

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: _____

Thank you

Resigned

ADDRESS: _____

Term Expired

Other (explain)

City/Zip: _____

Appointee Confirmation: Date: 10/25/13 By: Steve Ervin

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk

Cc: file

BOARD CHAIRMAN:

**BOARDS and COMMISSIONS
APPOINTMENTS and REAPPOINTMENTS
FOR CITY COMMISSION CONFIRMATION**

- Appointment
- Reappointment
- Joint Appointment
- Joint Reappointment

NAME: Greg Menke

NAME OF BOARD OR COMMISSION: _____

Paducah-McCracken County Riverport Authority

DATE TO BE PLACED ON AGENDA: November 12, 2013

EXPIRATION OF TERM DATE: September 26, 2017

APPOINTEE'S HOME ADDRESS:

Street: 111 Kentucky Ave

City/Zip: Paducah, KY 42003

Phone: 270-575-1005

Email Address: _____

Appointee's Business Name: Seamen's Church Institute

Address: _____

City/Zip: _____

Phone: _____

TO REPLACE ON BOARD: Bob Day

- Thank you
- Resigned

ADDRESS: 2284 Olivet Church Rd.

- Term Expired
- Other (explain)

City/Zip: Paducah, KY 42001

Appointee Confirmation: Date: _____ By: _____

Board of Commission Approval: _____

Original to: Tammara S. Sanderson, City Clerk
Cc: file

BOARD CHAIRMAN:

Captain Greg Menke

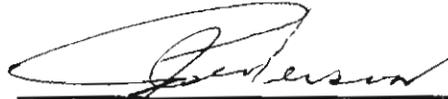
Director, Center for Maritime Education in Paducah

With more than 40 years of experience in the river industry, Captain Gregory J. Menke directs SCI's Paducah Center for Maritime Education. He began his career as a deckhand and worked his way up, eventually becoming Captain and Assistant Director of the Steamer Belle of Louisville. In 1978 he began work as a Towboat Captain for Chotin Transportation and later worked shoreside for Capital Marine Supply, Harbor and Fleeting as Manager of Marine Operations. Capt. Menke also worked as Port Captain for Chotin and Senior Port Captain for Orgulf Transport & Ohio River Company (later Midland Enterprises). When SCI opened its Center for Maritime Education in Paducah in 1997, the Institute tapped Capt. Menke to serve as Director of Inland Training. In 2000, he became the Director of the Center for Maritime Education – Paducah.

Besides his extensive work experience, Capt. Menke holds several important qualifications, including a USCG license as Master of Steam or Motor Vessels of Any Gross Tons upon Inland Waters; First Class Pilot of Vessels of Any Gross Tons upon the Ohio River from Mile 279.0 to 981.0; Master of Towing Vessels upon Great Lakes, Inland Waters and Western Rivers; and USCG Tankerman, Grade A and All Lower Grades. Additionally, Capt. Menke is certified in Crew Endurance Management Systems and as a radar instructor. During his tenure with SCI, he has developed numerous classes and exercises, including the first simulator-training course designed for Western Rivers towboat captains and pilots along with seminars addressing new regulations and maritime issues for shoreside management and fire training courses targeting towing operations. Capt. Menke has received a Public Service Commendation from the US Coast Guard and in 2001 was named Port Person of the Year by the Paducah Propeller Club.

CITY OF PADUCAH
November 12, 2013

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



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
November 12, 2013

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>FIRE SUPPRESSION</u>					
Powless, Robert C.	Relief Driver \$14.40/Hr	Acting Fire Lieutenant* \$15.61/Hr	NCS	Non-Ex	October 4, 2013
Potter, John G.	Acting Fire Captain \$16.57/Hr	Fire Lieutenant \$15.78/Hr	NCS	Non-Ex	November 7, 2013
Greer, Rhiannon	Acting Fire Lieutenant \$15.61/Hr	Relief Driver \$14.27/Hr	NCS	Non-Ex	November 7, 2013
Johnston, Ryan B.	Acting Fire Captain \$16.57/Hr	Fire Lieutenant \$15.78/Hr	NCS	Non-Ex	November 7, 2013
Kirkham, Timothy	Acting Fire Lieutenant \$15.61/Hr	Relief Driver \$14.40/Hr	NCS	Non-Ex	November 7, 2013
Carter, Barry L	Fire Captain \$16.68/Hr	Acting Assistant Fire Chief 1 \$16.93/Hr	NCS	Non-Ex	November 7, 2013
Reeves, Gabriel B.	Acting Assistant Fire Chief 2 \$16.90/Hr	Acting Assistant Fire Chief 1 \$17.00/Hr	NCS	Non-Ex	November 7, 2013
Hair, Robert J.	Acting Assistant Fire Chief 1 \$16.93/Hr	Acting Assistant Fire Chief 2 \$16.83/Hr	NCS	Non-Ex	November 7, 2013
Knight, Barry	Fire Captain \$16.60/Hr	Acting Assistant Fire Chief 2 \$16.75/Hr	NCS	Non-Ex	November 7, 2013
Skibinski, Raymond W	Fire Captain \$16.60/Hr	Acting Assistant Fire Chief 3 \$16.65/Hr	NCS	Non-Ex	November 7, 2013

*Acting Fire Lieutenant until 11-06-2013 - the following line item was submitted and approved in the Personnel Actions 11-05-13

Powless, Robert C.	Relief Driver \$14.40/Hr	Fire Lieutenant \$15.61/Hr	NCS	Non-Ex	November 7, 2013
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Agenda Action Form Paducah City Commission

Meeting Date: November 12, 2013

Short Title: Certification to Kentucky Transportation Cabinet of Safe Load Capacity Posting of Bridges within City Limits for 2013

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

Presentation By: Rick Murphy, PE, City Engineer-Public Works Director

Background Information:

Annually, the Kentucky Transportation Cabinet District One office inspects all bridges within the City Limits. There are 13 actual bridges in the City Limits that are maintained by the City. In order for the City to be eligible for Federal Bridge Replacement and Rehabilitation Funds, the KYTC requires the Mayor to certify that City maintained bridges with safe load capacities of 18 tons or less are posted in accordance with the National Bridge Inspection Standards. The only bridge with this requirement within the City is the bridge located on South 24th Street with a weight limit of 14 tons. The weight limit is posted and has been verified as shown in the attached photos.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: N/A
Account Number:
Project Number:

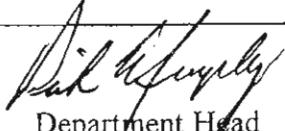
Finance

Staff Recommendation:

To adopt a Municipal Order authorizing the Mayor to execute the certification that all city maintained bridges with safe load capacities of 18 tons or less are posted in accordance with the National Bridge Inspection Standards.

Attachments:

KYTC documents, Certification form, Bridge Map and Bridge Photos

 Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS/BRIDGE POSTING REQUIREMENTS FOR PADUCAH, KENTUCKY CERTIFYING BRIDGES WITHIN THE CITY LIMITS OF PADUCAH ARE POSTED WITH SAFE LOAD CAPACITIES

WHEREAS, the Kentucky Transportation Cabinet District 1, inspects all bridges within the city limits and forwards the reports to the City Engineer's Office for review, correction, and verification; and,

WHEREAS, the City Engineer now advises the Mayor that all city maintained bridges are posted in compliance with standards as set forth by the Kentucky Transportation Cabinet.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and authorizes the Mayor to execute the Statement of Compliance with National Bridge Inspection Standards/Bridge Posting Requirements for Paducah, Kentucky certifying that bridges within the city limits of Paducah are posted with safe load capacities of 18 tons or less in accordance with the National Bridge Inspection Standards.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, November 12, 2013
Recorded by Tammara S. Sanderson, City Clerk, November 12, 2013
\\mo\Bridges-KY Safe Load Capacity Posting 2013



TRANSPORTATION CABINET

Department of Highways District 1 Office
5501 Kentucky Dam Road
Paducah, KY 42003
(270) 898-2431

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

GENERAL GOVERNMENT

September 30, 2013

OCT 02 2013

Rec'd by _____

Faxed by _____

2013
Assigned to A. [unclear]

Mayor Gayle Kaler
City of Paducah
P. O. Box 2267
Paducah, Kentucky 42002

Dear Mayor Kaler:

The annual and bi-annual inspection for bridges in the city of Paducah was completed on September 27, 2013.

Attached are copies of our inspection reports and work candidates list for these structures.

The following is a list of all bridges with weight limits below 18 tons and the posting status of each:

<u>PROJECT NUMBER</u>	<u>ROAD NAME & NUMBER</u>	<u>WEIGHT LIMIT</u>	<u>POSTED</u>
073C00045N	South 24 th Street (CS-1331)	14 Tons	Yes

In order for your City to be eligible for Federal Bridge Replacement and Rehabilitation Funds for the coming year, the bridges listed must be signed for the weight limit shown. Those listed for less than (3) Tons capacity must be physically barricaded. All signs and barricades must conform to the Manual on Uniform Traffic Control Devices.

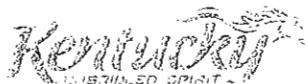
Upon receipt of this letter, your county has 30 days to properly post or barricade the required structure, then sign, date, and return the statement of compliance form to this office.

If you have any questions, please contact this office at (270) 898-2431.

Sincerely,

Mike McGregor
Acting Chief District Engineer

MM:GWC
Enclosures



**Statement of Compliance With
National Bridge Inspection Standards,
Bridge Posting Requirements for
Paducah, Kentucky**

This certifies that the City of Paducah has posted all City maintained bridge structures with safe load capacities less than 18 tons in accordance with the National Bridge Inspection Standards.

Paducah City Mayor

Date:

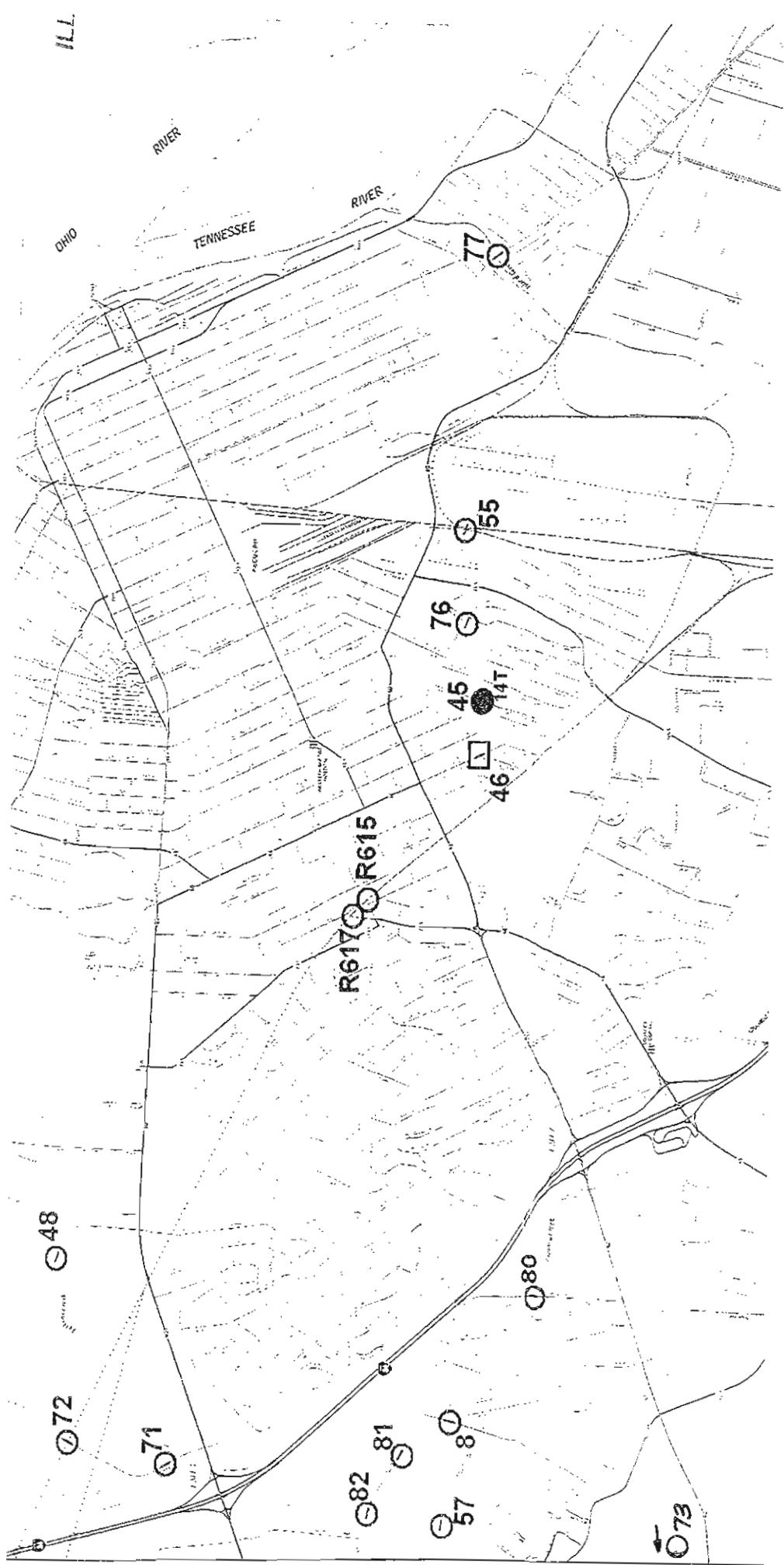
All City maintained bridge structures with safe load capacity ratings less than 18 tons, in the city of Paducah have been posted as required by the National Inspection Standards.

District One Bridge Engineer

Date:

Chief District Engineer

Date:



ILL.

OHIO

RIVER

TENNESSEE

RIVER

77

55

76

45

14T

46

R617

R615

48

72

71

82

81

57

58

80

73

WEIGHT
LIMIT
14
TONS

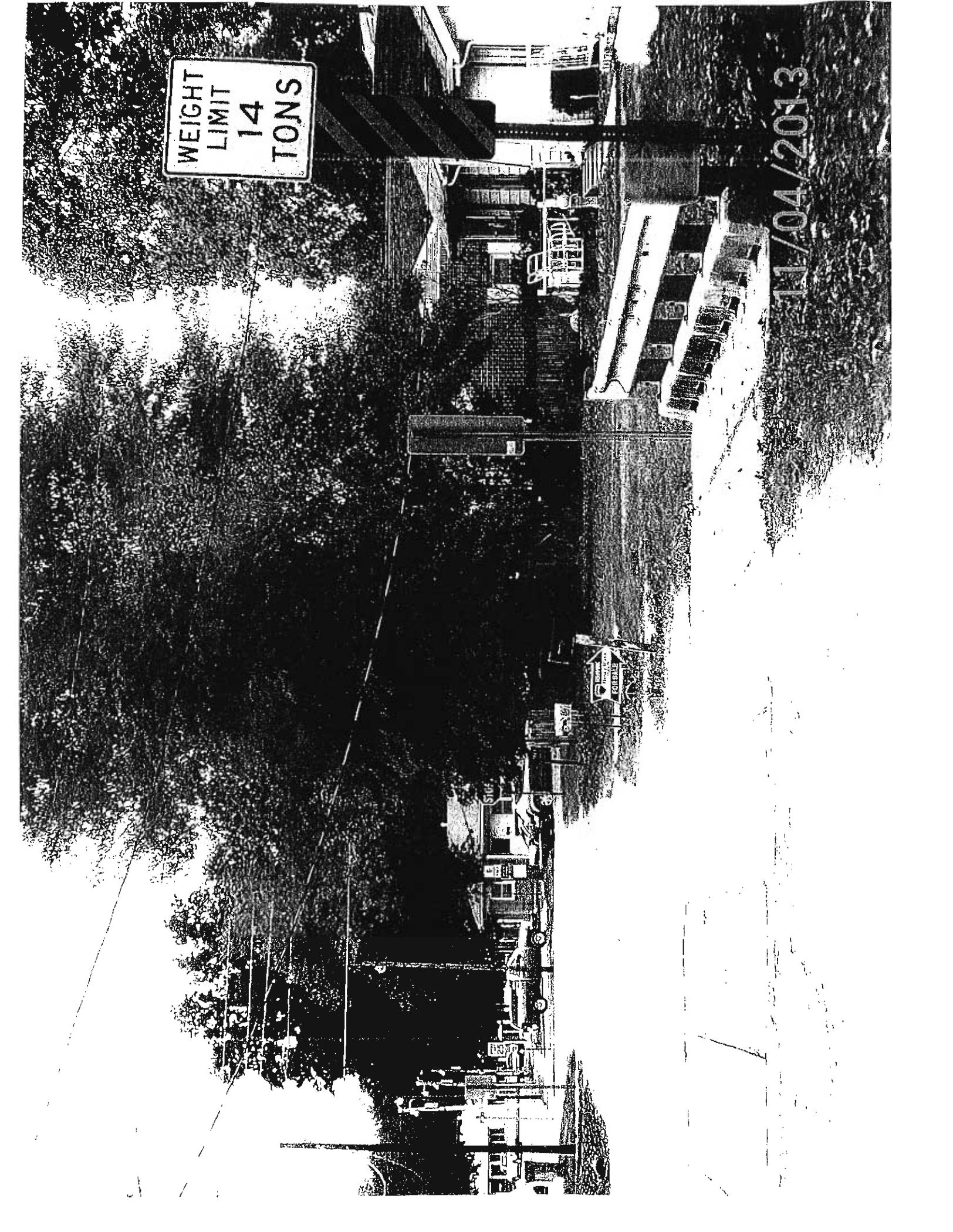


12

2113

WEIGHT
LIMIT
14
TONS

11/04/2013



Agenda Action Form Paducah City Commission

Meeting Date: November 12, 2013

Short Title: KOHS 2013 Portable Radios Grant Assistance Agreement

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Asst. Chief Stacey Grimes, Sheryl Chino
Presentation By: Steve Ervin

Background Information: The application was originally approved by municipal order 1729. The City of Paducah has been awarded \$32,000 for the Paducah Police Department's Hand-Held Radio Replacement Project through the KY Department of Homeland Security (KOHS). The original grant application was for approximately \$65,000 to purchase 20 hand-held radios. Because funding was reduced to \$32,000, the Paducah Police Department will purchase approximately 10 hand-held radios. No match is required for this grant.

A grant agreement has been issued by KOHS and requires authorization by the Paducah City Commission to allow the Mayor to execute the grant agreement.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 2013 KOHS Radios
Account Number: 040-1616-521.23-07
Project Number: PO0075
CFDA:

Finance

Staff Recommendation: Approval

Attachments:

Department Head	City Clerk	City Manager
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AN ORDINANCE OF THE CITY OF PADUCAH ACCEPTING A 2013 KENTUCKY OFFICE OF HOMELAND SECURITY GRANT AWARD FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY

WHEREAS, the City of Paducah applied for a Kentucky Office of Homeland Security Grant Award adopted by Municipal Order No. 1729 on June 25, 2013, for the Police Department's hand-held radio replacement project; and

WHEREAS, the Kentucky Office of Homeland Security has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$32,000 through the Kentucky Office of Homeland Security for a 2013 reimbursable grant award to purchase up to ten (10) hand-held radios to be used by the Paducah Police Department. This award does not require a local cash match or in-kind contribution.

SECTION 2. That the Mayor is hereby authorized to execute a Grant Agreement and all documents relating thereto with the Kentucky Office of Homeland Security to obtain a grant in the amount of \$32,000 as referenced in Section 1 above.

SECTION 3. This expenditure shall be charged to Project Account PO0075.

SECTION 4. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, November 12, 2013
Adopted by the Board of Commissioners, November _____, 2013
Recorded by Tammara S. Sanderson, City Clerk, November _____, 2013
Published by *The Paducah Sun*, _____
ord\plan\grants\police-Homeland Security HH Radio Replace Proj 2013



Commonwealth of Kentucky

PURCHASE ORDER

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Paducah, City of 13-021	
Doc ID No: PO2 094 1400002736 1	Procurement Folder: 3121401
Procurement Type: Grant	
Administered By: Holly Downey	Cited Authority: EMW-2013-SS-00036
Telephone: 502-564-2081	Issued By: Susan Wilkerson

C O N T R A C T O R	City of Paducah
	300 South 5th Street
	PO Box 2267
	Paducah KY 42003
	US

Effective From: 2013-11-01 Effective To: 2014-10-31

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Paducah, City of 13-021		0 00		0 00000	32,000 00	32,000 00

Extended Description

Effective Date: November 1, 2013
 Expiration Date: October 31, 2014

Deliverables:

Second Party shall enhance interoperable communications through the purchase of portable radios and related equipment for the Paducah Police Department.

Scope of Work:

Second Party shall enhance interoperable communications through the purchase of portable radios and related equipment for the Paducah Police Department.

B I L L T O	493257	S H I P T O	493257
	GG GOV OFC.HOMELAND SECURITY		GG GOV OFC.HOMELAND SECURITY
	200 MERO STREET		200 MERO STREET
	FRANKFORT KY 40622		FRANKFORT KY 40622
	US		US

Total Order Amount:	32,000 00
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1400002736	Document Phase Draft	Document Description Paducah, City of 13-021	Page 2 of 26
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FFY 2013 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067
CFDA Title: Homeland Security Grant Program
Award Year: FFY 2013
Federal Agency: Department for Homeland Security/FEMA
Pass-Through Agency: Kentucky Office of Homeland Security

IDENTIFICATION AND OBLIGATIONS OF THE PARTIES

First Party

The Office of the Governor, Kentucky Office of Homeland Security (KOHS) (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this Agreement and in the attachment(s) thereto, are necessary for compliance with either the statutory and regulatory requirements of the U.S Department of Homeland Security or the Kentucky Office of Homeland Security.

Second Party

The Second Party is the contractor as defined by *KRS 45.4.030(9)* and agrees that they are willing, available and qualified to perform the scope of work as detailed in this agreement and as specifically outlined.

Campaign Finance

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

Cancellation Clause

Claim or performance disputes will be in accordance with *KRS Chapter 44 and KRS Chapter 45.4*. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

1400002736	Document Phase Draft	Document Description Paducah, City of 13-021	Page 3 of 26
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Change of Circumstances

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

Choice of Law and Forum Provision

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation and performance of this agreement. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Confidentiality

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

Conflict of Interest Laws and Principles

The contractor certifies that he/she is legally entitled to enter into this contract agreement with the Commonwealth of Kentucky, and by holding and performing the terms and conditions of this agreement will not violate any conflict of interest statute, including but not limited to *KRS 45A.330-45A.340, 45A.990, KRS 164.390, and KRS 11A.040* of the Executive Branch code of ethics, relating to the employment of former public servants

Data Collection/Analysis Limitations

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

Effective Date

All Memoranda of Agreement are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Government Contract Review Committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only, as provided under *KRS 45A.700*.

Entire Agreement

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

	Document Phase	Document Description	Page 4
1400002736	Draft	Paducah, City of 13-021	of 26

Extensions and Amendments to this Agreement

The terms and conditions of this agreement may be extended or amended according to the provisions of *KRS Chapter 45A*, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with *KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)* Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Liability and Indemnity

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

Notices

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

Severability

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

Sole Benefit

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

Subcontractor Requirement

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

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subject to First Party approval.

Successors and Assigns

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

Violation of Tax and Employment Laws

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

To comply with the provisions of *KRS 45A.485*, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Waiver of Breach

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

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT

Environmental Planning and Historic Preservation (EHP)

The Second Party acknowledges that any project considered to constitute construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions

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of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee

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

Mutual Aid and Interoperability Memorandum of Understanding

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

NIMS Requirements

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

Project Implementation

The sub grantee agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant.

Property Control

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

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

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

Inventory: The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include the item inventory number, item description, and site where equipment is located.

Property Purchased by the First Party (KOHS)

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

Scope of Work

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

CONSIDERATION AND CONDITIONS FOR PAYMENT

Availability of Federal Funds

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

Consultant Rate

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

Deobligation of Grant Funds

All grant funds must be deobligated within thirty (30) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner may result in an automatic deobligation of the grant by KOHS.

Earliest Date of Payment

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in *KRS 45A.695 (7)*. Payments on personal service contracts and memoranda of agreements shall not be authorized

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for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Financial Management System

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

Funding Out Provision

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

Interest Income

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

Obligation of Grant Funds

Grant funds may not be obligated prior to the effective date of this approved legal agreement. No obligations are allowed after the end of the grant period.

Payments

Payments to applicants

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. Reimbursement requests will be submitted on

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approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Final Request for Reimbursements:

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

Procurement

The acquisition of goods and services by the Contractor in performance of this Agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (*44 CFR*).

Purchasing and Specifications

The Second Party certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and Section 7.09 that pertains to conflict of interest laws and principles, "He" is construed to mean "They" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "He" is construed to mean any person with an interest therein.

Program Income

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

Reimbursement

The Second Party is required to sign this Agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased.

Social Security

The Second Party and all other parties so contracted for services under the scope of service of this agreement agree that they are cognizant that the First Party is not liable for Social Security

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contributions pursuant to *42 U.S Code, Section 418*, relative to the compensation of the Second Party during the effective dates of this agreement.

Total Amount of Contract and Contract Period

The Second Party’s and/or Third Party’s fees and expenses relative to the performance of the scope of services outlined in this Agreement and in the detailed attachment(s) (if applicable) to this agreement shall not exceed the Total Order Amount as set forth in this Agreement. The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission’s Government Contract Review Committee per *KRS 45A.705*.

Transfer of Funds

The Second Party is prohibited from transferring funds between programs (State Homeland Security Program, Urban Areas Security Initiative, Law Enforcement Terrorism Prevention Program, Citizens Corps Program, Emergency Management Performance Grant, Interoperable Emergency Communications Grant Program, Buffer Zone Protection Program, Emergency Operations Center Grant Program, Metropolitan Medical Response System or any other Federal Grant Program).

Travel

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this agreement. Unless otherwise indicated, travel reimbursement shall be in accordance with *200 KAR 2:006*. No travel time nor travel expenses will be included in the Second Party’s or any subcontractor’s hourly rates.

Other Expenses

The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Agreement. All direct charges shall be documented to support the direct charging of the expense. Where applicable

Invoicing for fee: The contractor’s fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this agreement. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and all other miscellaneous expenses.

Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this agreement. Expenses submitted shall be documented by certified copies.

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Vendor Verification

The Second Party must verify that any vendor providing services is not on the Federal Excluded Parties Listing System prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at www.epls.gov. Reimbursement will not be made without this verification.

Reduction in Contract Worker Hours

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

ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

The Second Party must, in addition to the assurances made as part of their application, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Second Party agrees that all allocation and use of funds under this grant will be in accordance with the Funding Opportunity Announcement and must support the goals and objectives included in the State Homeland Security Strategy.

Applicable Law

This Agreement is incidental to the implementation of a federal grant program. Accordingly, this Agreement shall be governed by and construed according to Federal law as it may affect the right, remedies, and obligations of the United States.

Governing Regulations

To the extent not inconsistent with the express terms of this Agreement, the provisions of *44 CFR*, Uniform Administrative Requirements for Grants and Cooperative Agreements and *OMB Circular A-87* which are hereby incorporated by reference as if fully set forth herein, shall govern this agreement.

Assurances, Administrative Requirements and Cost Principles

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions. The administrative requirements that apply to DHS award recipients originate from two sources:

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- *Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule") These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.*
- *OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.*

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- *OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220*
- *OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225*
- *OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230*

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- *OMB Circular A-133, Audits of States, Local Governments and Non-Profits Organizations.*

COMPLIANCE WITH FEDERAL CIVIL RIGHTS LAWS AND REGULATIONS

The Second Party is required to comply with Federal civil rights laws and regulations. The Second Party must comply with all regulations, guidelines, and standards adopted under the below listed statutes. The Second Party is also required to submit information, as required, to the DHS Office for Civil Rights and Civil Liberties concerning its compliance with these laws and their implementing regulations. Specifically, the grantee is required to provide assurances as a condition for receipt of Federal funds that its programs and activities comply with the following:

Titles I, II and III of the Americans with Disabilities Act

Prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (*42 U.S.C §§ 12101-12213*).

Title VI of the Civil Rights Act of 1964, as amended, 42. U.S.C. §2000 et. seq.

Provides that no person on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance. Title VI also extends protection to

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persons with Limited English Proficiency (LEP). (*42 U.S.C. §2000d et seq.*)

Title VIII of the Civil Rights Act of 1968

Prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (*42 U.S.C. §3601 et seq.*), as implemented by the Department of Housing and Urban Development at *24 CFR Part 100*.

The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see *24 CFR § 100.201*).

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §1681 et. seq.

Provides that no person, in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at *44 CFR Part 19*.

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794

Provides that no otherwise qualified, handicapped individual with a disability in the United States, will, solely by reason of the handicap, be excluded from the participation in, be denied the benefits of, or subject to discrimination in any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

The Age Discrimination Act of 1975, as amended, 20 U.S.C. §6101 et. seq.

Provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

Services to Limited English Proficient (LEP) Persons

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and

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information regarding LEP obligations, go to <http://www.lep.gov>

CERTIFICATIONS AND ASSURANCES

Certifications and assurances regarding the following apply:

Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively

Buy American Act

The Second Party agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (*41 U.S.C. 10*). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act. First Party encourages second party to use Kentucky services and/or products.

Classified National Security Information

As defined in *Executive Order (EO) 12958*, as amended, means information that has been determined pursuant to *EO 12958* or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

No funding under this award shall be used to support a contract, sub award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

Where an award recipient has been approved for and has access to classified national security

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information, no funding under this award shall be used to support a contract, sub award, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

Such contracts, sub awards, or other agreements shall be processed and administered in accordance with the DHS -Standard Operating Procedures, Classified Contracting by States and Local Entities, - dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:

<http://www.dhs.gov/xopnbiz/grants/index.shtml>

Clean Air Act of 1970 and Clean Water Act of 1977

All recipients of financial assistance will comply with the requirement of *42 U.S.C. § 7401 et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Copeland "Anti-Kickback" Act

The Second Party agrees that it will comply with the Copeland "Anti-Kickback" Act (*18 U.S.C. 874*) as supplemented in United States Department of Labor Regulations (*29 CFR Part 3*). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Copyright

All recipients must affix the applicable copyright notices of *17 U.S.C § 401 402* and acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Debarment and Suspension

All recipients must comply with *Executive Orders 12549 and 12689*, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealing with the Federal government.

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Disadvantaged Business Requirement

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

Drug-free Workplace Act

All recipients must comply with the Drug-Free Workplace Act of 1988 (*412 U.S.C. § 701 et seq*), which requires that all organizations receiving grants from any Federal Agency agree to maintain a drug-free workplace. These regulations are codified at *2 CFR 3001*.

Duplication of Benefits

State, Local and Tribal Recipients must comply with *2 CFR Part §225, Appendix A, paragraph (C)(3)(c)*, which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Environmental Standards

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

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

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Equipment Marking

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

Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See *OMB Circular A-129* and form *SF 424*, item number 17 for additional information and guidance.

False Claims Act and program Fraud Civil Remedies

All recipients must comply with the requirement of *31 U.S.C. §3729* which set forth that no recipient of federal payments shall submit a false claim for payment. See also *38 U.S.C. § 3801-3812* which details the administrative remedies for false claims and statements made.

Federal Energy Policy Legislation

Second Party must comply with the following:

None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the national Energy Conservation Policy Act (*42 U.S.C 851 et seq*), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (*42 U.S.C 13212*).

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under *49 U.S.C. § 41102*) for international air transportation of people and property to the extent that such service is available, in accordance with the

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International Air Transportation Fair Competitive Practices Act of 1974 (*49 U.S.C. § 40118*) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision BI 38942.

Fusion Center

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

Hatch Act

The Second Party agrees to comply with the Hatch Act (*5 U.S.C. 1501 – 1508 and 7324 – 7328*), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Hotel and Motel Fire Safety Act of 1990

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

Integrating Individuals with Disabilities into Emergency Planning

The Second Party must integrate individuals with disabilities into any emergency planning activity.

Section 504 of the Rehabilitation Act of 1973, as amended Prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA. In addition, Executive Order 13347, Individuals with Disabilities in Emergency Preparedness, signed in July 2004, requires the Federal government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13347 requires the Federal government to encourage consideration of the needs of individuals with disabilities served by State, local, tribal, and territorial governments in emergency preparedness planning.

Lobbying Prohibitions

All recipients must comply with *31 U.S.C. § 1352*, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal

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action concerning the award or renewal.

National Initiatives

All award recipients must be aware of and support the following national preparedness initiatives:

HSPD-8: National Preparedness

The Second Party must be aware of and support HSPD-8 that establishes policies to strengthen the preparedness of the United States to prevent and respond to threatened or actual domestic terrorist attacks, major disasters, and other emergencies by requiring a National Preparedness Goal, establishing mechanisms for improved delivery of federal preparedness assistance to state and local governments, and outlining actions to strengthen preparedness assistance to state and local governments, and outlining actions to strengthen preparedness capabilities of federal, state, and local entities.

Reduction in Contract Worker Hours

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

ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

The Second Party must, in addition to the assurances made as part of their application, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Second Party agrees that all allocation and use of funds under this agreement will be in accordance with the appropriate FFY2012 Homeland Security Grant Program Funding Opportunity Notice and must support the goals and objectives included in the State Homeland Security Strategy.

Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

National Preparedness Reporting Compliance

The Government Performance and Results Act of 1993 (Public Law 103-62) requires that the Department collect and report performance information on all programs. For grant programs, the

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prioritized Investment Justifications and their associated milestones provide an important tool for assessing grant performance and complying with these national preparedness reporting requirements. FEMA will work with grantees to develop tools and processes to support this requirement. FEMA anticipates using this information in making future-year grant program funding decisions. Award recipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by DHS, the Office of the Inspector General, or the Government Accountability Office (GAO).

National Response Plan (NRP)

The Second Party must be aware of and support and in all respects comply with the NRP that is an all-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of domestic incidents. It provides the structure and mechanisms for the coordination of federal support to state and local incident managers and for exercising direct federal authorities and responsibilities. The NRP assists in the important homeland security mission of preventing terrorist attacks within the United States; reducing the vulnerability to all natural and manmade hazards and minimizing the damage and assisting in the recovery from any type of incident that occurs. Compliance with the NRP coordinating structures, protocols and processes is essential for ensuring a national comprehensive approach to domestic incident managements

Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Preference for U.S. Flag Carriers

The Second Party agrees to comply with *46 U.S.C. 1241(b)* and regulations issued there under *(46 CFR Part 381)* concerning the use of privately-owned United States flag commercial vessels.

Protected Critical Infrastructure Information (PCII)

The PCII Program, established pursuant to the Critical Infrastructure Act of 2002 (Public Law 107296) (CII Act), created a framework which enables members of the private sector, States, local jurisdictions, and tribal nations to voluntarily submit sensitive information regarding critical infrastructure to DHS. The Act provides statutory protection from public disclosure and civil litigation for CII that is validated as PCII. When validated as PCII, the information can only be shared with government employees who complete the training requirement, who have Homeland Security duties and a need to know. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII

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appropriately.

Publications Statement

Second Party agrees that all publications created with funding under any grant award shall prominently contain the following statement: "This document was prepared under a grant from the Kentucky Office of Homeland Security (KOHS), Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of KOHS or FEMA/GPD or the U.S. Department of Homeland Security." Additionally, any publication created with funding under this agreement shall bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub recipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award. Full text of the award term is provided at 2 CFR § 175.15.

USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C § § 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by prophylactic, protective, bona fide research, or other peaceful purpose.

Technology Requirements

National Information Exchange Model (NIEM)

FEMA requires all grantees to use the latest NIEM specifications and guidelines regarding the use

of Extensible Markup Language (XML) for all grant awards. Further information

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about the required use of NIEM specifications and guidelines is available at

<http://www.niem.gov>

Geospatial Guidance

Geospatial technologies capture, store, analyze, transmit, and/or display location-based information (i.e., information that can be linked to a latitude and longitude). FEMA encourages grantees to align any geospatial activities with the guidance available on the FEMA website at

<http://www.fema.gov/grants>

28 CFR Part 23 Guidance

FEMA requires that any information technology system funded or supported by these funds comply with *28 CFR Part 23*, Criminal Intelligence Systems Operating Policies, if this regulation is

determined to be applicable.

Best Practices for Government Use of CCTV

DHS recommends that grantees seeking funds to purchase and install closed circuit television (CCTV)

systems, or funds to provide support for operational CCTV systems, review and utilize the guidance in Best Practices for Government Use of CCTV:

Implementing the Fair Information Practice Principles available on the DHS Privacy Office website at

<http://www.dhs.gov/xlibra>

REPORTING REQUIREMENTS

Reporting requirements must be met throughout the life of the grant. Any reports or documents prepared as a result of this grant shall be in compliance with Federal "plain English" policies, directives, etc.

DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree-and require any sub recipient's contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information,

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facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Certification (Access to Records)

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1) (c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

Closeout

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

Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate

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the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any Federal or State regulations, statues and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Exercise Evaluation and Improvement Reports

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

Required submissions: AARs and IPs (as applicable)

Financial and Compliance Audit Report

The Second Party agrees to submit each year financial information on the total amount of federal funds expended. If the Second Party expends \$500,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. *OMB Circular A-133*, Audit of the States, Local Governments, and Non-Profit Organizations.

Required submissions: Verification of federal expenditures and Single Audit (as applicable)

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the first party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Required Submissions: Any other requested reports and site visits

Quarterly Reports

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

Required Submissions: Quarterly Reports

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Open Records

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

Performance Timeline

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

Central Contractor Registration and Universal Identifier Requirements

Upon request by the First Party, the second Party must provide its DUNS number.

Retention of Records

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

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SECOND PARTY

 Second Party

 Signature

 Title

 Date

First Party

**Commonwealth of Kentucky, Office of the Governor,
 Kentucky Office of Homeland Security
 Eugene L. Kiser, Executive Director**

 Signature

 Date

Approved as to form and legality:

 Date

Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2013

Short Title: Zoning Text Amendment - Parking

Ordinance Emergency Municipal Order Resolution
Staff Work By: Stephen Ervin, Joshua Sommer
Presentation By: Stephen Ervin

Background Information:

The intent of this Zoning Text Amendment is to make changes to Sections 126-71 (Off-street Parking and Loading Areas) as follows.

Staff Analysis:

The Planning Commission made a positive recommendation to amend Section 126-71 Off-Street Parking and Loading Areas. The Planning Department would like to clarify parking requirements for hotels, motels & quick-style restaurants. Federal ADA guidelines relating to handicapped parking are also being addressed.

Sec. 126-71. Off-street parking and loading areas.

- (a) Intent
- (b) General Regulations
- (c) Design Approval
- (d) Off-street parking requirements for residential land uses.
- (e) Off-street parking requirements for nonresidential land uses.

GFA—Gross floor area measured in square feet.

GLA—Gross leasable area measured in square feet.

Use	Parking Requirement
Assembly operations	1 per 800 GFA
Auto sales:	
Outdoor display	1 per 3,000 sq. ft.
Indoor display office	1 per 750 GFA
Repair facilities	1 per 150 GFA
Bars and lounges	1 per 200 GFA
Bowling alley	4 per alley
Car wash	10 per tunnel (parking and stacking)
Places of worship	1 per 3 seats
Day care facilities	1 per 400 GFA; and a paved unobstructed pick-up space

with adequate stacking areas (as determined by the Department of Planning) shall be provided in addition to the standard parking requirements; and a safe pedestrian walkway system (as approved by the Department of Planning) through the parking areas to the building entrance, with a minimum 15-foot safety zone between the parking spaces and the front building entrance.

Financial institutions	1 per 300 GFA
Finishing operations	1 per 800 GFA
Golf courses	50 per nine holes
Group homes	1 per 600 GFA
Hotel/motel	1 per room plus 1 per additional 100 GFA of <u>ballrooms/ banquet rooms/ meeting rooms and similar spaces.</u>
Hospitals	2.25 spaces per bed
Industrial	1 per 800 GFA
Library	1 per 300 GFA
Manufacturing	1 per 800 GFA
Medical centers/offices	1 per 200 GFA
Offices:	
Under 50,000 GFA	4.5 per 1,000 GFA
50,000 to 100,000 GFA	4 per 1,000 GFA
100,000+ GFA	3.5 per 1,000 GFA
Receiving	1 per 5,000 GFA
Research	1 per 1,000 GFA
Restaurant:	
Quick style	1 per 30 GFA (<u>of the public dining area</u>)
Drive through	8 stacked spaces (per window)
Sit down style	1 per 3 seats
Retail stores	1 per 300 GFA
Schools:	
Elementary	2 per classroom
Intermediate	1.5 per classroom
Secondary	1 per 1,000 GFA

Higher or vocational	10 per classroom plus (a) 1 per campus vehicle. (b) Additional visitor parking to be 25 percent of total parking. (c) Parking must be in reasonable proximity to destination points.
Service stations	4 per bay or work area
Shipping facilities	1 per 5,000 GFA
Shopping centers:	
Under 400,000 GLA	3.5 per 1,000 GLA
400,000 + GLA	4 per 1,000 GLA
Storage areas/facilities	1 per 5,000 GLA
Theater:	
Free standing	1 per 3 seats
In shopping center	1 per 4 seats
Warehouse	1 per 5,000 GFA

When computing number of seats and GFA or GLA for parking, where no individual seating (such as and like sports facilities and places of worship) is provided, every 24 inches will be considered a seat.

When calculating GFA and GLA, fractions up to one-half shall be disregarded, and fractions of one-half or more shall require one parking space.

When calculating the required parking for a specific intended use that does not appear in this section, the Zoning Administrator shall make a determination of a similar use that does appear in this section.

(f) Number of off-street loading spaces.

(g) General design requirements: maintenance standards.

- (1) Aisles and access drives.
- (2) Traffic circulation controls.
- (3) Surfacing.
- (4) Lighting.
- (5) Traffic visibility sight triangle required.
- (6) Areas greater than minimum standards.
- (7) Maintenance.
- (8) Access design requirements.
 - a. Entrances and exits. One-way entrances and exits shall be at least 15 feet wide. Two-way entrances and exits shall be at least 24 feet wide for minor streets and 30 feet wide for arterial or collector streets.
 - b. Curb cuts. All curb cuts shall be subject to review and approval by the Department of Engineering and Environmental Services.
 - c. Minimum space sizes.
 1. Employee parking: 9 x 18 ft. (Including the following uses: lots solely for employee parking, offices, financial

institutions, personal services, restaurants, and retail trades where bagged or bulky goods are not transferred; and other similar uses as determined by the Zoning Administrator.)

2. Public parking: 10 × 18 ft. (Including the following uses: supermarkets, convenience stores, take-out restaurants, department stores, furniture outlets, and other similar uses that transfer large or bulky items; also medical offices, hospitals, clinics and nursing homes; and all other similar uses as determined by the Zoning Administrator.)
 3. Parking Garages: 8 ft. 8 in. × 18 ft.
 4. Parallel parking: 10 × 24 ft.
 5. Handicap parking: 16 × ~~20~~ 18 ft. (first space) 13 × ~~20~~ 18 ft. above first space. One of every six handicapped spaces, or fraction thereof, must be van accessible (16 X 18 ft.)
 6. Loading/unloading: 10 × 50 × 14 ft.
- d. Screening requirements. Screening shall be provided as per section 126-72.

(h) Layout and dimensions of spaces.

(i) Handicap parking requirements.

(1) Parking lots in excess of ~~44~~ four spaces shall provide handicap parking at the following rate or as may be required by Kentucky Building Code or the American Disabilities Act, whichever is more stringent:

Number of spaces required	Handicap stalls
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
<u>201 to 300</u>	<u>7</u>
<u>301 to 400</u>	<u>8</u>
<u>401 to 500</u>	<u>9</u>
<u>501 to 1000</u>	<u>2% of total</u>
<u>1001 and over</u>	<u>20, plus 1 for each 100, or fraction thereof, over 1000</u>

(2) These represent minimum requirements for all property uses; applicants are encouraged to provide additional space if known that their particular use dictates additional space.

(j) Adjustment for mixed use developments.

Recommendation:

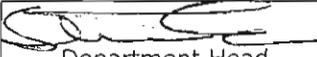
The Planning Commission held a public hearing and made a positive recommendation to the City Commission.

Funds Available: Account Name: N.A.
 Account Number: N.A.

Finance

Motion:

Attachments:

 Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: November 12, 2013

Short Title: Zoning Text Amendment -- Sign Regulations

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua Sommer

Presentation By: Stephen Ervin

Background Information:

The intent of this Zoning Text Amendment is to make changes to Sections 126-76 (Sign Regulations) as follows.

Staff Analysis:

The City of Paducah would like to amend Section 126-76 Sign Regulations. Section (d) (5) & (6) make references to ordinances that don't exist or have been changed. Section (g) contains clarified regulations for identification signs for places of worship and also contains new regulations to allow places of worship to have electronic message signs, provided certain conditions are met.

Sec. 126-76. Sign regulations.

- (a) **Purpose.**
- (b) **Definitions.**
- (c) **General regulations.**
- (d) **Regulations for temporary signs.**
 - (1) Temporary signs which advertise or promote a political campaign or the expression of ideas or beliefs shall be subject to the following regulations:
 - a.
 - b.
 - c.
 - (2) Temporary signs which advertise the sale, lease or development of real property, shall be subject to the following regulations:
 - a. Such signs may be erected at the time of the commencement of the sale of the real property and may be maintained for a period not to exceed ten days after completion of the sale, at which time such signs shall be removed.
 - b. Such signs shall not exceed six square feet in area per sign face, excepting however, such signs located in a B-3, HBD, M-1, M-2, M-3.

H-M. POP, or M-U Zone with frontage over 200 feet shall not exceed 32 square feet in area per sign face.

- c. No more than one sign shall be permitted for each 200 feet the lot or tract upon which the sign is to be located abuts upon a public right-of-way.
 - d. Such signs may be located within seven feet of a street right-of-way line.
- (3) Temporary signs which advertise construction services and services related thereto shall be subject to the following regulations.
- a.
 - b.
 - c.
 - d.
- (4) Temporary signs which advertise or promote business events, special sales, "under new management", "going out of business", "grand opening" and similar announcements shall be subject to the following regulations:
- a.
 - b.
 - c.
 - d.
- (5) Temporary signs which advertise or promote general events shall also be in compliance with section 98-5 3 of the Code of Ordinances.
- (6) Temporary signs which advertise or promote circuses or carnivals or other special events shall not exceed 100 square feet and shall be erected within 20 days of the event and removed within 10 days following the event ~~and shall otherwise comply with the provisions of section 78-5 of the Code of Ordinances.~~ Each special event is limited to two such signs on the property the special event is being held on.
- (7) Temporary signs which advertise or promote yard sales may only be erected the day before the sale and shall be removed on the day following the sale. Such signs shall not exceed six (6) square feet per sign face. Such signs may be located within seven (7) feet of a street right-of-way line.
- (e) **Signs permitted in all zones and districts.**
- (f) **Signs prohibited in all zones and districts.**
- (g) **Signs authorized for R-1, R-2, R-3, NSZ and R-4 Zones.** No signs shall be permitted in the R-1, R-2, R-3, NSZ and R-4 zones in the city except as provided in subsection (e) above and as provided in subsection (e) above, (7) below and as provided as follows:
- (1) Signs with nameplates affixed to the exterior wall of a structure and not exceeding 18 inches by 24 inches in area shall be permitted for each single family dwelling unit. Such nameplates shall indicate nothing other than the name of the premises and/or the name and/or address of the occupants. Such signs may only be illuminated indirectly.
 - (2) A sign identifying the name of subdivisions and public or private schools shall be permitted provided such signs do not exceed 48 square feet in area per sign face. Such signs may include an attached or freestanding announcement sign. Subdivision signs may only be illuminated indirectly. Public or private school signs may be lighted. Non-commercial public or private schools may have an

electronic message sign. Such signs shall not be erected closer than ~~ten~~ five feet to any property line unless attached to a building and shall not exceed eight feet in height.

- (3) Bulletin boards and identification signs shall be permitted at places of worship provided such identification signs or bulletin boards do not exceed 48 square feet in area per sign face. One free-standing identification sign is permitted per lot, however, one additional free-standing identification sign shall be permitted for places of worship on the intersection of two streets or has double frontage on parallel streets. Such signs may indicate the name and/or address and activities relating to the premises. Such signs may be lighted. Such signs shall not be erected closer than ~~ten~~ five feet to any property line unless attached to a building and shall not exceed ~~eight~~ ten feet in height.
- Places of worship may have one electronic message sign, in lieu of one identification sign, provided the following requirements are met:
- (a) Such sign may not exceed 48 square feet in area per sign face.
 - (b) Such sign may not exceed ten feet in height.
 - (c) Such sign shall meet the requirements provided in 126-76 (k) (5)
 - (d) Such sign shall be located at least 200 feet away from any residential structure in residential (R-1, R-2, R-3 & R-4) zones, except for pastor residences, parishes, rectories and caretaker dwellings, which are owned by the place of worship. The 200 feet measurement includes residential structures on the opposite sides of public ways. Said measurement shall be taken from the nearest outside wall of the structure. Further, such sign shall not be closer than five feet to any property line unless attached to a building.
 - (e) Such sign shall be located on the same lot as the principal building.
 - (f) Only one electronic message sign (either free-standing or attached to a building) shall be permitted per place of worship.
- (4) Signs for advertising nurseries or day cares in the R-1, R-2 and R-3 zone shall be permitted provided such signs comply with subsection (e) ~~(5)~~ (6).
- (5) Free standing business signs, advertising the business uses, in the R-4 zone shall be permitted per lot provided the sign is no larger than 12 square feet in area per sign face and be no taller than ten feet. Such signs may only be illuminated indirectly.
- a. Only one free standing business sign shall be permitted on any lot.
 - b. Wall signs shall be permitted for each tenant or lessee. The area of the wall signs shall not exceed 20 percent of square footage of face of building, structure or face of tenant or lessee space. Lighted signs are permitted. Wall signs shall not be located on any portion of the roof that encloses the building.
- (6) Private directional signs indicating entrance, exit or location of parking shall be permitted in the R-4 zone. Such signs shall not exceed four square feet in surface area for each sign and the height must not be more than 30 inches from the street level. These signs must be placed on private property and not on public right-of-way.
- (7) One façade sign shall be permitted on any lot in the NSZ. Such signs shall only be approved for Conditional Permitted Uses. Such sign shall be permitted provided the sign is no larger than 8 square feet in area per sign face. Such signs may only be illuminated indirectly.

(8) Apartment complexes may have private directional signs indicating entrance, exit or location of parking provided such signs do not exceed four square feet in surface area for each sign face and the height shall not exceed 30 inches from the street level. These signs shall not be placed within the public right-of-way and shall not exceed more than two per public street frontage. Further, apartment complexes may have one free standing apartment complex identification sign on any lot provided; however one additional sign shall be permitted for each additional 300 feet of street frontage. One additional free standing apartment complex identification sign shall be permitted if the business is located at the intersection of two streets. The size of the sign shall not exceed 36 square feet in area per sign face. The outer edge of the sign shall be set back at least seven feet from the side lot line. All permitted apartment complex identification signs shall not exceed a height of 8 feet from the adjacent grade. Such signs shall be illuminated indirectly.

- (h) **Signs authorized for B-2-T zone.**
- (i) **Signs authorized for H-1 zone.**
- (j) **Signs authorized for H-2 zone.**
- (k) **Signs authorized for B-1, B-2, B-3, M-1, M-2, M-3 and HBD zones.**
- (l) **Signs authorized for POP Zone.**
- (m) **Signs authorized for MU Zone.**
- (n) **Signs authorized for HM Zone.**
- (o) **Signs authorized for NCCZ.**
- (p) **Application Fees and Penalties**
- (q) **Permitted nonconforming signs.**
- (r) **Replacement advertising signs.**
- (s) **Signs constituting a nuisance--Abatement.**

Recommendation:

The Planning Commission held a public hearing and made a positive recommendation to the City Commission.

Funds Available: Account Name: N/A
 Account Number: N/A

Finance

Motion:

Attachments:

 Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: November 12 12, 2012

Short Title: Zoning Text Amendments

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

Background Information:

The intent of this Zoning Text Amendment is to make changes to Sections 126-106 (Convenience and Service Zone, B-1) as follows.

Staff Analysis:

The City of Paducah would like to amend Section 126-106 Convenience and Service Zone, B-1. Variety store has been removed as it is a form of retail. Subsection h is proposed to be changed to conditional uses, approved by the Board of Adjustment. A new proposed conditional use would be automobile rental, sales and service. Currently only automobile service stations are permitted.

Sec. 126-106. Convenience and Service Zone, B-1.

The purpose of this zone is to provide convenient shopping areas to serve nearby residential areas.

- (1) Principal permitted uses.
 - a. Any use permitted in the R-4 zone (except all new residential structures shall comply with the R-4 zone yard requirements)
 - b. Home occupations
 - c. Hotels and motels
 - d. Funeral homes
 - e. Commercial greenhouses
 - f. Assembly buildings of fraternal, professional and labor organizations
 - g. The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:
 1. Retail establishments (product processing is allowed only if the products are sold at retail on the premises)
 2. Personal and convenience service establishments
 3. Shoe store and repair shop
 4. Tailor shop
 5. Theater

~~6. Variety store.~~

~~h. (2) Conditionally permitted uses.~~

~~1. The following uses are permitted as approved by the Commission based on the conditions necessary to protect the character of this zone:~~

~~i. Service stations~~

~~ii. Drive-in establishments~~

~~iii. Other similar but undefined uses.~~

~~2. The Commission Board of Adjustment shall determine that the above listed uses will not be detrimental to adjacent residential property via excessive noise, light, odor, traffic congestion or vibration. Design of the structure shall be compatible with the adjacent areas and undue traffic congestion will not occur.~~

~~a. Automobile rental, sales or service~~

~~b. Drive-in establishments~~

~~c. Other similar but undefined uses~~

~~(2) (3) Minimum yard requirements.~~

~~a. Front yard. None, except for arterial highway strip commercial uses, for which a minimum front yard of 25 feet shall be provided.~~

~~b. Side yard. None, except for arterial highway strip commercial uses; for such uses the side yards shall not be less than 12 feet except that any side yard abutting a residential district shall not be less than 25 feet.~~

~~c. Rear yard. None, except for arterial highway strip commercial uses; for such uses a rear yard of ten feet shall be provided; if such use is serviced from the rear or if it abuts a residential district, a rear yard of not less than 30 feet shall be provided.~~

~~(3) (4) Minimum area requirements.~~

~~a. Minimum lot area: 5,000 square feet, except for arterial highway strip commercial uses, which shall be not less than 10,000 square feet.~~

~~b. Minimum lot width: 50 feet, except for arterial highway strip commercial uses, which shall be 75 feet.~~

~~(4) (5) Maximum building height. None.~~

~~(5) (6) Accessory buildings. Accessory buildings shall be built no closer than 15 feet from any property line and no closer than ten feet from any other building.~~

~~(6) (7) Access control.~~

~~a. Lots with less than 200 feet of frontage shall have only one point of access to any one public street.~~

~~b. Lots in excess of 200 feet may have two points of access for each 200 feet of frontage on any one public street.~~

~~c. All points of ingress and egress to major arterials shall be at least 350 feet from the ramp pavement transition point of highway interchanges.~~

~~(7) (8) Setback requirements for business zones facing R-1 or R-2 residential zone.~~

~~a. Where a business zone faces an R-1 zone and/or an R-2 residential zone, the Planning Commission shall require a minimum front yard setback of 25 feet.~~

~~b. Screening requirements shall be the same as section 126-72.~~

~~(8) (9) Parking requirements. See section 126-71.~~

Recommendation:

The Planning Commission held a public hearing and made a positive recommendation to the City Commission.

Funds Available: Account Name: N/A
 Account Number: N/A

Finance

Motion:

Attachments:

 Department Head	City Clerk	City Manager
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