



**CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 13, 2018
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

INTRODUCTION OF NEW POLICE OFFICERS Adam Brown & Derek Muscovalley - Police Chief Barnhill

SWEARING IN New Police Officer Tyson Riley - District Judge Todd Jones

PROCLAMATION National Retriever Competition Day

PROCLAMATION National Hunger and Homelessness Awareness Month - Paducah Public Schools

PROCLAMATION UNESCO Creative City 5 Year Anniversary

PRESENTATION Veterans Day Essay Contest Winners

PRESENTATION Comprehensive Stormwater Master Plan Phase II - Stormwater Utility - Strand Associates

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

	I.	<u>CONSENT AGENDA</u>
		A. Approve Minutes for October 23, 2018
		B. R & F Documents
		C. Appointment of Christopher B. Jones - Tree Advisory Board
		D. Personnel Actions
		E. Purchase Eight (8) New Police Pursuit Rated SUV for use by the Police Department - R. MURPHY
		F. Change Orders for Tyler Technologies CAD Purchase and Installation Agreement - E. MCMANUS
		G. Authorize Change Order for the Contract with Equature, Inc. - E. MCMANUS

		H. Amend Contractual Off-Duty Employment Rates for Police Department - B. BARNHILL
		I. Authorize a Contract with Paducah Housing Authority for Administration and Management of the Housing Choice Voucher Program (Section 8) - T. TRACY
	II.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Noble Park Peck Addition Design Contract - M THOMPSON
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Closure of Alley between Brown Street and Murray Street - R MURPHY
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

October 23, 2018

At a Regular Meeting of the Board of Commissioners, held on Tuesday, October 23, 2018, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

PROCLAMATION(S)

HEAD START AWARENESS MONTH

Mayor Harless presented a proclamation to Kristy Lewis proclaiming October as Head Start Awareness Month.

VIETNAM VETERANS HONOR AND REMEMBRANCE DAY

Mayor Harless presented a proclamation to Michael Swinford proclaiming the week of October 22nd, 2018, Vietnam Veterans Honor and Remembrance Week.

MOTION

SUSPEND RULES OF ORDER

Mayor Harless offered motion, seconded by Commissioner Abraham, that the rules for conducting City Commission Meetings be suspended insofar as they are in conflict with the printed agenda for this meeting; otherwise, the rules are to remain in full force and effect.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

ORDINANCE – INTRODUCTION

TRANSFER OF RIVERFRONT PROPERTY PURSUANT TO CURRENT SURVEY

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING CORRECTIVE TRANSFERS OF REAL PROPERTY AND INTERESTS IN REAL PROPERTY AMONG THE CITY OF PADUCAH, THE PADUCAH MCCRACKEN COUNTY CONVENTION CENTER CORPORATION, JIM SMITH CONTRACTING COMPANY, LLC, PADUCAH RIVERFRONT HOTEL, LP, AND INDEPENDENCE BANK WITH RESPECT TO THE DEVELOPMENT OF THE PADUCAH RIVERFRONT, A PUBLIC PROJECT; AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS TO EFFECTUATE SAME.” This Ordinance is summarized as follows: The City of Paducah and the Paducah-McCracken County Convention Center Corporation, together own the “Paducah Riverfront Property,” which real property is generally situated north of the Paducah floodwall between Madison and Campbell Streets, a public project. It is the intention of City and the Convention Center Corporation for the Convention Center Corporation to own that portion of the Paducah Riverfront Property upon which the Convention and Expo Center is situated and that the City would own the remainder, which remainder the City leases in part to the Paducah Riverfront Hotel, LP. A recent survey of the Paducah Riverfront Property uncovered certain mistakes in previous conveyances among the parties. This Ordinance approves and authorizes the Mayor to execute and deliver various corrective transfers and documents to cure these errors.

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PRESENTATION(S)

PARKS & RECREATION MASTER PLAN

Pat Hoagland with Brandstetter/Carroll presented information on the Parks & Recreation Master Plan which will be developed by Bacon, Farmer, and Workman Engineering & Testing with assistance from Peck, Flanery, Gream & Watten of Paducah and Brandstetter/Carroll of Lexington. Mr. Hoagland walked the Commission through the process of evaluation, engagement, envisioning and planning for the Master Plan.

COMPREHENSIVE STORMWATER MASTER PLAN PHASE I COMPLETION

Principal-In-Charge/Senior Planning Advisor John Lyons with Strand Associates presented the Commission with an update on the Comprehensive Stormwater Master Plan Phase I. A draft executive summary of Phase I was presented to the Commission and a copy can be located in the minute file.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. The Mayor asked the City Clerk to read the items on the Consent Agenda.

I(A)	Minutes for the October 9, 2018, City Commission Meeting
I(B)	<p><u>Receive & File Documents</u></p> <p><u>Deed File:</u></p> <ol style="list-style-type: none"> 1. Quitclaim Deed – COP - Cameron D. Brewer Northside of Flournoy Street (MO#2154) 2. Quitclaim Deed – COP – Darrell Matheny 1216 Park Avenue (MO #2146) <p><u>Contract File:</u></p> <ol style="list-style-type: none"> 1. Contract For Services - Paducah-McCracken County Visitors Bureau (Fall 2018 Quilt Show) (MO #2158) 2. Contract For Services GPEDC – (MO #159) 3. Professional Services Agreement – Bacon, Farmer, Workman (MO #2162) 4. Anthem Blue Cross/Blue Shield – Insurance Renewal (MO #2163) 5. Anthem Blue Cross/Blue Shield – Stop Loss (MO #2167) 6. <p><u>Financials File:</u></p> <ol style="list-style-type: none"> 1. River Heritage Museum – 2017 Form 990 2. Paducah Art House Alliance, Inc. (Maiden Alley Cinema) – Year ended August 31, 2017 3. Paducah Symphony Orchestra – Year ended June 30, 2017 <p>Market House Theatre – Year ended Jun 30, 2017</p>
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH FOR THE PADUCAH POLICE DEPARTMENT TO BE USED TO DIGITIZE FELONY CASE FILES (M.O. # 2168; BK 10)

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I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A MATCHING GRANT IN THE AMOUNT OF \$3,000 FROM THE KENTUCKY LEAGUE OF CITIES LIABILITY GRANT PROGRAM FOR THE PURCHASE OF MULCH TO BE PLACED AROUND PLAYGROUND EQUIPMENT (M.O. # 2169; BK 10)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR AN ASSISTANCE TO FIREFIGHTERS MATCHING GRANT IN AN AMOUNT OF \$270,000 FOR A HEAVY RESCUE TRUCK FOR THE PADUCAH FIRE DEPARTMENT (M.O. # 2170; BK 10)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2019 KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT STREET LITTER ABATEMENT PROGRAM (M.O. # 2171; BK 10)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO SUBMIT A PRE-DISASTER MITIGATION MATCHING GRANT APPLICATION IN THE AMOUNT OF \$72,836 THROUGH THE US DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE AND INSTALLATION OF TWO GENERATORS FOR THE PADUCAH FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME (M.O. # 2172; BK 10)
I(I)	A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 2123 ENTITLED "A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2017-2018 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT IN THE AMOUNT OF \$11,284.00 FOR THE PURCHASE OF A LICENSE PLATE READER SYSTEM FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME" TO CHANGE THE SCOPE OF SAID GRANT TO PURCHASE FIVE (5) HAND-HELD RADIOS FOR THE PADUCAH POLICE DEPARTMENT (M.O. # 2173; BK 10)
I(J)	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2018-2019 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT IN THE AMOUNT OF \$11,816 FOR THE PURCHASE OF FIVE (5) HANDHELD RADIOS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME (M.O. # 2174; BK 10)
I(K)	A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2018 U.S. BULLETPROOF VEST PARTNERSHIP GRANT AWARD IN AN AMOUNT OF \$6,330 FOR THE PURCHASE OF FIFTEEN (15) BODY ARMOR VESTS FOR USE BY THE PADUCAH POLICE DEPARTMENT (M.O. # 2175; BK 10)

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I(L)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH MIDTOWN ALLIANCE OF NEIGHBORS IN AN AMOUNT NOT TO EXCEED \$241,500 FOR SPECIFIC SERVICES (M.O. # 2176; BK 10)
I(M)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL DESIGN, INC. (CDI), IN AN AMOUNT OF \$26,500 FOR A STRUCTURAL AND GEOTECHNICAL ANALYSIS OF THE FORMER EXECUTIVE INN SHOWROOM LOUNGE BUILDING (M.O. # 2177; BK 10)
I(N)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CONSULTECON, INC. IN AN AMOUNT NOT TO EXCEED \$34,775 FOR PREPARATION OF A HOTEL MARKET STUDY OF THE RIVERFRONT AND DOWNTOWN AREA (M.O. # 2178; BK 10)
I(O)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1737, 1739, 1741 AND 1743 MARTIN LUTHER KING DRIVE FROM STUDLE & ASSOCIATES, INC. AND DARLENE WALLACE TO THE CITY OF PADUCAH FOR AND IN CONSIDERATION OF \$1.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONSIDERATION CERTIFICATES IN THE DEEDS (M.O. # 2179; BK 10)

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

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

ORDINANCE(S) – ADOPTION

REZONING OF PROPERTIES DESCRIBED IN ORDINANCE # 2018-7-8540

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE APPROVIING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 5310 HARRIS ROAD; 5201 & 5325 HINKLEVILLE ROAD; 5450 OLD HINKLEVILLE ROAD; 2705 OLIVET CHURCH ROAD AND OTHER PROPERTIES AS DESCRIBED IN ORDINANCE NO. 2018-7-8540.” This Ordinance is summarized as follows: Rezone property located at 5310 Harris Road; 5201 & 5325 Hinkleville Road; 5450 Old Hinkleville Road; 2705 Olivet Church Road and other properties as described in Ordinance No. 2018-7-8540, from R-1 (Low Density Residential Zone) to HBD (Highway Business District), and amending the Paducah Zoning Ordinance to effect such rezoning.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-10-8552; BK 35)

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FINAL ANNEXATION OF PROPERTIES DESCRIBED IN ORDINANCE #2018-7-8540

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the final annexation of certain tracts of property contiguous to the present city limits, located at 5310 Harris Road; 5201 & 5325 Hinkleville Road; 5450 Old Hinkleville Road; 2705 Olivet Church Road and other properties as described in Ordinance No. 2018-7-8540, and containing approximately 69.83 acres of land, more or less.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-10-8553; BK 35)

APPROVE CONTRACT FOR PAT & JIM BROCKENBOROUGH ROTARY HEALTH PARK SPRAYGROUND AND RESTROOM PROJECT

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE ACCEPTING THE BASE BID OF EVRARD-STRANG CONSTRUCTION, INC., FOR THE PAT AND JIM BROCKENBOROUGH ROTARY HEALTH PARK SPRAYGROUND AND RESTROOM FACILITY CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This Ordinance is summarized as follows: The City of Paducah hereby authorizes the Mayor to execute a contract with Evrard-Strang Construction, Inc. in the amount of \$515,000 for construction of a sprayground and restroom facility at the Pat and Jim Brockenborough Rotary Health Park.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-10-8554; BK 35)

ORDINANCE(S) – INTRODUCTION

NOBLE PARK PECK ADDITION DESIGN CONTRACT

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BACON FARMER AND WORKMAN ENGINEERING & TESTING, INC., FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL DESIGN, CONSTRUCTION DOCUMENTATION, LAND SURVEYING SERVICES AND PERMITTING ASSISTANCE FOR THE PECK MEMORIAL AND OUTDOOR LEARNING AREAS LOCATED WITHIN NOBLE PARK IN AN AMOUNT OF \$36,320.00 AND AUTHORIZING THE WITHDRAWAL OF FUNDS UP TO \$250,000 AS NEEDED FROM THE COMMUNITY FOUNDATION OF WEST KENTUCKY ACCOUNT ESTABLISHED BY LANE PECK FOR THE NOBLE PARK PECK ADDITION PROJECT.” This Ordinance is summarized as follows: this Ordinance authorizes and approves an agreement between the City of Paducah and Bacon Farmer and Workman Engineering & Testing, Inc., for professional services relating to Peck Memorial and Outdoor Learning Areas located within Noble Park in an amount of \$36,320.00. Further this ordinance authorizes the Finance Director to withdraw funds in an amount up to \$250,000 as needed from the Community Foundation of West Kentucky account which was established by Mr. Lane Peck for the purpose of funding the Noble Park Peck Addition project.

COMMENTS

CITY MANAGER COMMENTS

City Manager Arndt shared that the Rotary Fitness Park will be opening this week. The employee

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sponsorship program that helps integrate new employees into the City's workforce is up and running. The Planning Department is updating their internal records and filing system in order to be more business friendly. The TIPS 411 is now up and running and the City will be using the software to notify the public of escapes in the community. An internal working committee has been formed to improve the workflow process for inspections and permitting. Department directors are working on budget issues related to the pension problem and will be bringing recommendations to the City Manager in December. The Property Valuation Administration made a statewide software change that did not format correctly with the City's system, but the problem has been successfully resolved thanks to the hard work of the Finance Department.

The City Manager has been in discussions with the Housing Authority regarding moving Section 8 Housing from the City of Paducah to the Housing Authority. He is hopeful that there will be an agreement to bring forward to the Commission at a November Commission Meeting.

The City Manager and Assistant City Manager Smolen are working with PED to create business retention visits as part of the Strategic Plan. The City Manager is working with the Assistant City Manager Smolen and Public Information Officer Spencer to create the City of Paducah's organizational values and mission statement.

BOARD OF COMMISSIONERS COMMENTS

Commissioner Holland informed the Commission that the reason there is a dip in the amount of boaters that visit the Transient Boat Dock in June and July is because insurance companies will not insure boaters below a certain latitude during certain times of the year due to the threat of hurricanes.

PUBLIC COMMENTS

Patti Jones made comments about drainage in and around the Sandpiper Circle area.

Michael Swinford made comments about Veterans.

ADJOURN

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

Meeting ended at approximately 7:23 p.m.

ADOPTED: November 13, 2018

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Minute File:

1. Certificate of Liability Insurance – Brookshire Concrete Construction

Deed File:

1. Deed of Conveyance Studle & Associates/Wallace to COP – 1737 Martin Luther King Drive (MO #2179)
2. Deed of Conveyance Studle & Associates to COP – 1739, 1741 and 1743 Martin Luther King Drive (MO #2179)
- 3.

Contract File:

1. Contract For Services – Sprocket Inc. (MO #2160)
2. Contract For Services – Midtown Alliance of Neighbors (MO #2176)
3. Interlocal Agreement – COF and McCracken County Fiscal Court – Edward Byrne Justice Assistance Grant (JAG) – (MO #2174)

Financials File:

1. City of Paducah Police and Firefighters Pension Fund – valuation as of July 1, 2018
2. City of Paducah Police and Firefighters Pension Fund/City of Paducah Appointive Employees' Pension Fund – Actuarial Report June 30, 2018

Bids

1. Eight Police-rated SUV's – Linwood Motors
Glenn's Freedom Dodge
Paducah Ford

Proposals

1. Proposal for Structural Engineering Services – 415 Park Street (Old Showroom Lounge) – Civil Design, Inc. (MO #2177)
2. Proposal for Market Study of a New Downtown Hotel in Paducah, KY – ConsultEcon, Inc. – (MO #2178)

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 13, 2018**

NEW HIRE - FULL-TIME (F/T)

<u>EPW - STREET</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Stubblefield, Adrian D.	ROW Maintenance person	\$16.69/Hr.	NCS	Non-Ex	November 8, 2018

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>					
Hatton, Michael W.	Acting Assistant Fire Chief #3 \$18.34/Hr.	Fire Captain \$18.29/Hr.	NCS	Non-Ex	September 27, 2018
Harris, Daniel W.	Firefighter/Relief Driver \$15.72/Hr.	Acting Fire Lieutenant \$17.18/Hr.	NCS	Non-Ex	October 2, 2018
Harris, Daniel W.	Acting Fire Lieutenant \$17.18/Hr.	Firefighter/Relief Driver \$15.72/Hr.	NCS	Non-Ex	November 4, 2018
Hines, Ronnie L.	Acting Fire Captain \$18.20/Hr.	Fire Lieutenant \$17.06/Hr.	NCS	Non-Ex	October 27, 2018
Gray, Justin J.	Acting Fire Lieutenant \$16.85/Hr.	Firefighter/Relief Driver \$15.60/Hr.	NCS	Non-Ex	October 27, 2018

<u>HUMAN RESOURCES</u>					
Stray, Jemekka C.	HR Generalist \$18.21/Hr.	HR Generalist \$18.86/Hr.	NCS	Exempt	November 22, 2018
Culkin, Chanlor S.	HR Generalist \$17.64/Hr.	HR Generalist \$18.29/Hr.	NCS	Exempt	November 22, 2018

<u>FINANCE</u>					
Rushing, Heather M.	Accountant \$21.65/Hr.	Accountant \$22.73/Hr.	NCS	Exempt	November 22, 2018
Young, Stacey A.	Accountant \$21.72/Hr.	Accountant \$22.81/Hr.	NCS	Exempt	November 22, 2018
Herndon, Audra J.	Comptroller \$38.76/Hr.	Comptroller \$39.92/Hr.	NCS	Exempt	November 22, 2018

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE SUPPORT SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Zidar, Michael S.	Crime Analyst II	Resignation	November 30, 2018

<u>POLICE OPERATIONS</u>			
Tolliver, John R.	Police Officer	Declined to renew contract	November 7, 2018

TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Drew, Rodney L.	Sports Official	Resignation	October 15, 2018

Agenda Action Form

Paducah City Commission

Meeting Date: November 13, 2018

Short Title: Purchase Eight (8) New Police Pursuit Rated SUV for use by the Police Department - **R. MURPHY**

Category: Municipal Order

Staff Work By: Randy Crouch, Dena Alexander

Presentation By: Rick Murphy

Background Information: On September 20, 2018 sealed written bids were opened for the purchase of Eight (8) Police Pursuit Rated SUV to be used by the Police Department. Three bids were received with only one of those bids responsive in all technical specifications as outlined in the bid solicitation. Paducah Ford submitted a responsive bid for all vehicles with a total price of \$330,168.00. Additionally, the solicitation and bid proposal allows the City to purchase two (2) additional units in accordance with the specifications through June 30, 2019. The delivery time is 149 days after contract execution.

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

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

Funds Available: Account Name: Rolling Stock/Vehicles Fleet Lease Trust Fund

Account Number: 71000210 540050

Staff Recommendation: To adopt a municipal order authorizing the Mayor to execute a contract with Paducah Ford for the purchase of eight (8) police pursuit rated SUV for use by the Police Department in the amount of \$330,168.00 with the option to purchase two additional units of the same make, model and unit price as outlined in the purchase contract.

Attachments:

1. Municipal Order
2. Freedom Dodge Bid
3. Linwood Bid
4. Paducah Ford Bid
5. 00500 - Agreement
6. Bid Tab Police SUV (8)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF PADUCAH FORD FOR SALE TO THE CITY OF EIGHT (8) POLICE PURSUIT RATED SUV'S IN AN AMOUNT OF \$330,168 WITH OPTION TO PURCHASE TWO (2) ADDITIONAL SUV'S AT THE UNIT BID PRICE BEFORE JUNE 30, 2019, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Paducah Ford for eight (8) Police Pursuit Rated SUV's at a unit price of \$41,271.00, for a total price of \$330,168.00, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2019, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Paducah Ford of September 20, 2018.

SECTION 2. The Mayor is hereby authorized to execute a contract with Paducah Ford for the purchase of eight (8) Police Pursuit Rated SUV's, authorized in Section 1 above, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2019, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Fleet Lease Trust Fund – Rolling Stock/Vehicles Account No. 71000210-540050.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
AGREEMENT TO PURCHASE EIGHT (8) POLICE
PURSUIT RATED SUV'S**

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **Paducah Ford** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **EIGHT (8) POLICE PURSUIT RATED SUVs** to be used by the **Paducah Police Department** in full compliance with the Bid Proposal Dated September 20, 2018 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **149** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Three Hundred Thirty Thousand One Hundred Sixty-Eight Dollars and Zero Cents (\$330,168.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

CITY OF PADUCAH

ENGINEERING-PUBLIC WORKS DEPARTMENT

Eight (8) Police Pursuit Rated SUV's

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST - Sept. 20, 2018

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, Ky 42001	Freedom Dodge Jim Sawrie 1560 E New Circle Rd Lexington, Ky 40509	Paducah Ford Allyn Moore 3476 Park Ave Paducah, Ky 42001
Total Bid: Eight (8) Police Pursuit Rated SUV's	<u>\$303,488.00</u>	<u>\$306,906.44</u>	<u>\$330,168.00</u>

Delivery Time	120 days	120 days	149 days
Manufacturer	Dodge	Dodge	Ford

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes	Yes
3. Warranty Information	Yes	Yes	Yes
4. Deviations with Information	Yes	Yes	Yes
6. Kentucky State Bidders	Yes	Yes	Yes

Responsive & Responsible Bidder:	No	No	Yes
Evaluation Score:	0	0	937.6
BID RECOMMENDED FOR ACCEPTANCE	Disqualified	Disqualified	Yes

Agenda Action Form Paducah City Commission

Meeting Date: November 13, 2018

Short Title: Change Orders for Tyler Technologies CAD Purchase and Installation Agreement - E.
MCMANUS

Category: Municipal Order

Staff Work By: Ed McManus, Brent Stringer, Stephen Chino, Matt Tinsley, Michael Zidar
Presentation By: Ed McManus

Background Information:

1st Change Order

Delete:

C1801B06 - Message Switch Installation = \$4,640

C1801B07 - Warm Spare Message Switch Installation= \$3,480

C1801X13 - Message Switch (3-year warranty) (2 units) = \$26,600

Total \$34,720

Add:

Red Hat Enterprise Linux Server (3-year subscription)= \$2,500

The identified hardware is to be deleted because since original contract was signed the ability for virtual hosting this equipment/function became available.

While this creates a service prescription cost every 3 years, the purchase & installation contract cost savings equal \$32,220.

2nd Change Order

Delete:

Third Party Software Products

C1801X04 – Mobile VPN Software – NetMotion Mobility (Perpetual Pricing) = \$14,500

C1801X05 – Mobile VPN Software – NetMotion Mobility Annual maintenance = \$3,625

C1801X06 – NetMotion mobile solutions Group – Sure Start Express = \$2,000

C1801X07 – Rapididentity eSSO – 1 Year Software Subscriptions and Support =\$1,100

C1801X08 – Rapididentity MFA Standard Setup = \$4,000

C1801X09 - Rapididentity -OTP (Hard/Soft Token) Push – 1 Year Software =\$2,300

Total \$27,525

The Netmotion products referred to in items C1801X04, 5 and 6 refer to Virtual Private Network software that allows mobile computers or devices to connect to city resources inside of a secure data tunnel. This would be a redundant item since we already have this capability with our Verizon devices.

The Rapididentity software listed in the next three product numbers are for creating, configuring and managing remote logins for mobile computers. Again, this is a redundant item that is negated by using Windows login credentials within our existing Verizon Virtual Private Network.

*Nothing has been invoiced or paid towards this. Just needs to be removed from the contract.

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

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

Funds Available: Account Name: Equipment-Communication
Equipment-Communication

Account Number: Project #E91105
E91105-000-40000-40008

Staff Recommendation: The City Commission authorize Mayor Harless to execute the requested 2 change orders with Tyler Technologies for an original contract cost savings of \$59,745.00.

Attachments:

1. Municipal Order
2. Paducah KY 1927 DEL Message Switch Installs ADD Red Hat Template C.O. 100218
3. Paducah KY 1927 DEL 3P NetMotion_RapidID C.O. 102318

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CHANGE ORDER NO. 1 AND CHANGE ORDER NO. 2 TO THE LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR THE COMPUTER AIDED DISPATCH SYSTEM FOR THE CITY OF PADUCAH 911 SERVICES DEPARTMENT FOR A PRICE REDUCTION IN A TOTAL AMOUNT OF \$59,745 AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDERS

WHEREAS, by Ordinance No. 2018-4-8524, the City of Paducah authorized a License and Services Agreement with Tyler Technologies, Inc. for the purchase and installation of a computer aided dispatch system for the City's 911 Communication Services Department; and

WHEREAS, the City now desires to amend the contract through two (2) separate Change Orders to remove certain items from the contract that have become unnecessary for the City of Paducah.

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

SECTION 1. The City Commission hereby approves Change Order No. 1 to the License and Services Agreement with Tyler Technologies, Inc. in order to remove certain hardware from the agreement resulting in a price decrease of \$34,720 and to add Red Hat Enterprise Linux Server 3-year subscription resulting in a price increase of \$2,500 for a total price decrease to the agreement in an amount of \$32,220 and authorizes the Mayor to execute Change Order 1 in behalf of the City.

SECTION 2. The City Commission hereby approves Change Order No. 2 to the License and Services Agreement with Tyler Technologies, Inc. in order to remove redundant items that are no longer needed by the City of Paducah for a price decrease to the agreement in an amount of \$27,525 and authorizes the Mayor to execute Change Order No. 2 in behalf of the City.

SECTION 3. The adoption of Change Order No. 1 and Change Order No. 2 decreases the License and Services Agreement by a total of \$59,745, henceforth reducing the total agreement to an amount of \$856,537.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 13, 2018

Recorded by Lindsay Parish, City Clerk, November 13, 2018

\ord\change order 1 & 2 CAD 911



Empowering people who serve the public*

Change Request Form

Customer: Paducah, KY	Contract Date: 4/10/18
Submitted by: Danen Lott	Date: 10/2/18
Customer Code: PAD1927	Project Code(s): C1801B06, C1801B07, C1801X13
Problem/Concern/Reason for Scope Change: See below	

Description of Change:

DELETE

C1801B06 - Message Switch Installation = \$4,640
 C1801B07 - Warm Spare Message Switch Installation = \$3,480
 C1801X13 - Message Switch (3-year warranty) (2 units) = \$26,600

The above item(s) will be cancelled and closed. The above item(s) were not delivered so no invoices were generated.

ADD

Red Hat Enterprise Linux Server (3-year subscription) = \$2,500

Your initial subscription fees are invoiced when we make the product available to you for downloading. Subscription fees are renewable directly through Red Hat Support (renewals@redhat.com)

Special Considerations:

Acknowledged and Agreed to by: (Tyler)

Operations

Name/Title: Kevin Flynn – Vice President of Professional Services – Public Safety

Date: 10/2/18

Signature:

Acknowledged and Agreed to by: (Customer)

Name/Title:

Date:

Signature:



Empowering people who serve the public®

Change Request Form

Customer: Paducah KY	Contract Date: 4/10/18
Submitted by: Danen Lott	Date: 10/23/18
Customer Code: PAD1927	Project Code(s): C1801X04, X05, X06, X07, X08, X09
Problem/Concern/Reason for Scope Change: See below	
Description of Change:	

DELETE

Third Party Software Products

- C1801X04 - Mobile VPN Software – NetMotion Mobility (Perpetual Pricing) = \$14,500
- C1801X05- Mobile VPN Software – NetMotion Mobility Annual Maintenance = \$3,625
- C1801X06 - NetMotion mobile solutions Group – Sure Start Express = \$2,000
- C1801X07 - Rapididentity eSSO – 1 Year Software Subscriptions and Support = \$1,100
- C1801X08 - Rapididentity MFA Standard Setup = \$4,000
- C1801X09 - Rapididentity OTP (Hard/Soft Token) Push – 1 Year Software = \$2,300

Nothing has been invoiced or paid towards this. Just needs to be removed from the contract.

Special Considerations:

Acknowledged and Agreed to by: (Tyler)

Operations

Name/Title: Kevin Flynn – Vice President of Professional Services – Public Safety

Date: 10/23/18

Signature:

Acknowledged and Agreed to by: (Customer)

Name/Title:

Date:

Signature:

Agenda Action Form

Paducah City Commission

Meeting Date: November 13, 2018

Short Title: Authorize Change Order for the Contract with Equature, Inc. - **E. MCMANUS**

Category: Municipal Order

Staff Work By: Ed McManus, Brent Stringer

Presentation By: Ed McManus

Background Information:

Original Ordinance 2018-4-8525 adopted on April 10, 2018.

No-cost change order to the Contract for the Equature Recording Solution project at Paducah/McCracken County Dispatch. This change order modifies only the timing of the third milestone payment.

Equature is requesting the next 30% milestone payment be paid now on the project, holding 20% for the finalization of Phase II (Radio Implementation).

Contract Amount: \$261,699.00

20% Payment = \$52,339.80: Paid in Full

30% Payment = \$78,509.70: Paid in Full

30% Payment = \$78,509.70: Pending (Proposed Change Order to be Paid in Full)

20% Payment = \$52,339.80: Pending Phase II (Radio) Implementation

The agreement covers the new Equature recording systems for both Phase I and Phase II along with pre-paid maintenance for a total of 10 years. Additionally for the consideration pre-paying the maintenance and project a discount incentive was applied to the agreement.

Equature's RFP response did not anticipate a customer delay of the Phase II portion of the project (P25 radio system) of 2-3 years. Equature has provided a recording system that provides all functions and features for both Phase I and Phase II, which was installed and accepted on July 11, 2018.

The project deliverables includes the licensing for all phones and radios upfront to ensure when the radio portion of the project is due the implementation will be ready from the recording side.

Equature believes that all tasks to meet Phase II have been performed, including making provisions for connection of the P25 radio system, and therefore the next payment milestone of 30% of the Contract price should be paid now.

The impact is isolated to the payment allocation only. The project deliverables and total cost will not be affected. The payment milestone number 3 which totals \$78,509.70 is the only impact for the requested

change. This still holds the last payment milestone in place until a radio vendor is selected and implementation is completed.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation:

The City Commission authorize Mayor Harless to execute the requested change order with Equature, Inc.

Attachments:

1. Municipal Order
2. Equature Change Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CHANGE ORDER NO. 1 TO THE SOFTWARE LICENSE/HARDWARE PURCHASE AGREEMENT WITH EQUATURE, INC., FOR THE UPGRADED RECORDING SYSTEM FOR THE CITY OF PADUCAH 911 SERVICES DEPARTMENT FOR A PAYMENT TIMELINE CHANGE AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER

WHEREAS, by Ordinance No. 2018-4-8525, the City of Paducah authorized a Software License/Hardware Purchase Agreement with Equature, Inc., for the purchase and installation of an upgraded recording system for the City's 911 Communication Services Department; and

WHEREAS, the Software License/Hardware Purchase Agreement provides for the third payment milestone to be issued during Phase II installation and transition to production; and

WHEREAS, the City of Paducah has planned for a delay in the Phase II portion of the project which is expected to be two to three years; and

WHEREAS, Equature, Inc., has already delivered all functions and features for the Phase II Installation and Transition to Production Environment portion of the project; and

WHEREAS, the City now desires to amend the contract to change the third payment milestone to reflect that installation milestones have been met by Equature, Inc., and allow for payment to be released.

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

SECTION 1. The City Commission hereby approves Change Order No. 1 to the Software License/Hardware Purchase Agreement with Equature, Inc. to amend the payment schedule in said agreement. This Change Order authorizes the release of the third milestone payment to Equature, Inc., for the delivery and completion of Phase II Installation and Transition to Production Environment of the agreement. This change order modifies only the timing of the third milestone payment and has no effect on the total amount of the agreement.

SECTION 2. The City Commission hereby authorizes the Mayor to execute Change Order No. 1, as authorized in Section 1 above, in behalf of the City.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 13, 2018

Recorded by Lindsay Parish, City Clerk, November 13, 2018

\ord\change order 1 Equature 911 Logging Recorder

CHANGE REQUEST

(1) Project ID	Payment Milestone	Change Request #	EQ01
(3) Project Title	Equature – Paducah/McCracken County Implementation	Requestor	Jeff Vezina
(5) Business Project Manager	Jeff Vezina – Industry Specialist Don Gillis – Program Manager Paul Frezza – Project Manager	Submission Date	10/29/2018
(7) Technical Project Manager	Jonathon LaDuke	Requested by Date	12/16/2018
(9) Document Date	10/16/2018		

Purpose: *The Change Request form is used to document changes to project variables including, but not limited to, project scope, schedule, and budget.*

Description of Requested Change

No-cost change order to the Contract for the Equature Recording Solution project at Paducah/McCracken County Dispatch. This change order modifies only the timing of the third milestone payment.

Equature is requesting the next 30% milestone payment be paid now on the project, holding 20% for the finalization of Phase II (Radio Implementation).

Contract Amount: \$261,699.00

20% Payment = \$52,339.80: Paid in Full

30% Payment = \$78,509.70: Paid in Full

30% Payment = \$78,509.70: Pending (Proposed Change Order to be Paid in Full)

20% Payment = \$52,339.80: Pending Phase II (Radio) Implementation

Equature/Paducah 911 Payment Milestone Table			
Project Deliverable	Completion Date	Payment Allocation	Notes
Physical Equipment Delivered		20%	Equipment Delivery
Site Training		On-site & Online – Included	User & Admin Training
Phase I - Installation		30%	Installation
Phase II - Installation		30%	Transition to Support
Admin Training, Acceptance Testing & Final Sign-off		20%	Confirmation & Final Acceptance

Reason for Change

The agreement covers the new Equature recording systems for both Phase I and Phase II along with pre-paid maintenance for a total of 10 years. Additionally for the consideration pre-paying the maintenance and project a discount incentive was applied to the agreement.

Equature's RFP response did not anticipate a customer delay of the Phase II portion of the project (P25 radio system) of 2-3 years. Equature has provided a recording system that provides all functions and features for both Phase I and Phase II, which was installed and accepted on July 11, 2018.

The project deliverables includes the licensing for all phones and radios upfront to ensure when the radio portion of the project is due the implementation will be ready from the recording side.

Equature believes that all tasks to meet Phase II have been performed, including making provisions for connection of the P25 radio system, and therefore the next payment milestone of 30% of the Contract price should be paid now.

Impact to the Project

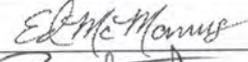
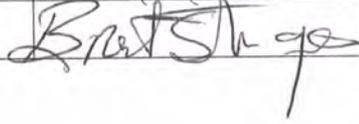
A) Description

The impact is isolated to the payment allocation only. The project deliverables and total cost will not be affected. The payment milestone number 3 which totals \$78,509.70 is the only impact for the requested change. This still holds the last payment milestone in place until a radio vendor is selected and implementation is completed.

B) Project Cost Impact: None

Change Disposition

Decision: Accept Reject Defer

(18) Approval / Signatures			
Role	Name (please print)	Signature	Date
Budget Approval (when applicable)	Mayor Brandi Harless		11/13/2018
Business Project Manager	Ed McManus		11/01/2018
Technical Project Manager	Brent Stringer		11/01/2018

Agenda Action Form Paducah City Commission

Meeting Date: November 13, 2018

Short Title: Amend Contractual Off-Duty Employment Rates for Police Department - **B. BARNHILL**

Category: Municipal Order

Staff Work By: Brandon Barnhill

Presentation By: Brandon Barnhill

Background Information: During the April 12, 2011, Commission meeting, the Commission approved a Municipal Order adjusting the rate for Contractual Off-Duty Employment to \$32.21 per hour for police officers and \$50 per hour charged to contracting parties. A new Letter of Understanding has been drawn up, adjusting the rate to \$37 per hour for officers and \$65 per hour charged to contracting parties. This rate change will be effective Jan. 1, 2019.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to adopt a Municipal Order for the new off-duty rates set forth in the Letter of Understanding.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 1600 ENTITLED, "A MUNICIPAL ORDER SETTING THE CHARGES FOR CONTRACTUAL OFF-DUTY SECURITY SERVICE BY PADUCAH POLICE OFFICERS AND SETTING THE PAY RATE FOR POLICE OFFICERS PERFORMING OFF-DUTY SECURITY WORK" TO INCREASE THE OFF-DUTY SECURITY HOURLY RATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby increases the hourly rate charged to parties that contract off-duty security employment for Paducah police officers from \$50 to \$65 per hour, effective ~~April 1, 2014~~ January 1, 2019.

SECTION 2. The blended rate of pay for officers performing contracted off-duty security work will be ~~\$32.24~~ \$37.00 per hour.

SECTION 3. The Human Resources Department is hereby directed to establish a special base pay rate for security work for each individual officer in accordance with the procedures set by the Kentucky Department of Labor. Each police officer shall sign a form accepting this special rate of pay before performing any contracted security work.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 13, 2018
Recorded by Lindsay Parish, City Clerk, November 13, 2018
\\mo\police-contractual rate of pay (2018)

Agenda Action Form

Paducah City Commission

Meeting Date: November 13, 2018

Short Title: Authorize a Contract with Paducah Housing Authority for Administration and Management of the Housing Choice Voucher Program (Section 8) - **T. TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy, James Arndt

Presentation By: Tammara Tracy

Background Information: The Housing Choice Voucher (HCV) program provides a critical service to Paducah's low-income residents. The program allows eligible residents to choose their housing from the private market and HCV pays a portion of the rent & utilities. Payment is made directly to the landlord.

To achieve & maintain a high-level of service and increase efficiency, the City is partnering with the Paducah Housing Authority to administer the HCV program. This partnership provides for knowledgeable back-up and support staff, office facilities that better accommodate children, and one location for housing needs. The contract is for 2 years to allow time for both entities to adjust to the arrangement.

HUD is supportive of this agreement.

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

If yes, please list the Action Step Item Codes(s): N-4 Increase housing options

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve and Authorize the Mayor to enter into the agreement with Paducah Housing Authority.

Attachments:

1. Municipal Order
2. HCV 103118 Agreement Final

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A HOUSING CHOICE VOUCHER PROGRAM MANAGEMENT AGREEMENT WITH HOUSING AUTHORITY OF PADUCAH FOR MANAGEMENT OF THE HOUSING CHOICE VOUCHER PROGRAM, ALSO KNOWN AS SECTION 8 PROGRAM

WHEREAS, the Housing Choice Voucher program provides a critical service to Paducah residents; and

WHEREAS, in order to achieve a high level of service and increase efficiency, the City desires to enter into an agreement with the Housing Authority of Paducah to administer the Housing Choice Voucher Program.

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Housing Choice Voucher Program Management Agreement with the Housing Authority of Paducah for the administration of the Housing Choice Voucher program, also known as the Section 8 Program, in substantially the same form as attached hereto Exhibit A and made part hereof.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 13, 2018
Recorded by Lindsay Parish, City Clerk, November 13, 2018
MO\Housing Authority Section 8 Agreement

Exhibit A
HOUSING CHOICE VOUCHER PROGRAM MANAGEMENT AGREEMENT

This Housing Choice Voucher Program Management Agreement (hereinafter the “Agreement”) is made and entered into this the _____ day of November, 2018 by and between the **CITY OF PADUCAH**, P.O. Box 2267, Paducah, Kentucky 42002-2267, a municipal corporation, (hereinafter “City”) and **HOUSING AUTHORITY OF PADUCAH**, of 2330 Ohio Street, Paducah, Kentucky 42003, (hereinafter “HAP”).

WITNESSETH:

WHEREAS, HAP agrees to manage the Housing Choice Voucher Program (hereinafter “HCV”), also known as the Section 8 Program, for City in accordance with 24 CFR Part 982;

WHEREAS, the parties have come to an agreement as to the terms and conditions of such management and do now desire to formalize such agreement; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants as herein set forth, and other good and valuable consideration, the sufficiency, adequacy, and receipt of which is acknowledged by each party, the parties do covenant and agree as follows:

1. EFFECTIVE DATE. The effective date for this Agreement shall be December 1, 2018.

2. TERM. The initial term of this agreement shall be for a term beginning on the effective date stated above and ending twenty-four (24) months following said date on November 30, 2020 (the “Initial Term”), unless sooner terminated as provided in Section 3. Thereafter, this Agreement shall be automatically renewed for an additional twelve (12) months always ending on November 30th, unless sooner terminated as provided in Section 3.

3. TERMINATION OF AGREEMENT. Either party may terminate this agreement upon delivery of written notice to the other no less than one hundred twenty (120) days prior the end of the applicable term.

4. MANAGEMENT SERVICES. HAP shall provide management, training, oversight, and quality control that results in the fulfillment of all obligations and requirements of the HCV program in accordance with 24 CFR Part 982, as amended. HAP shall ensure that all required documentation and reporting to the U.S. Housing and Urban Development (HUD) are completed accurately and in a timely manner, including the Annual Administrative Plan and the 5-Year Administrative Plan as required by HUD. HAP shall continue participation in the HUD-VASH program, and continue participation in a program partnership to address the needs of recent domestic violence victims.

5. EMPLOYEES. HAP may provide the following positions to administer the HCV Program:

- a. Executive Director
- b. Finance Director
- c. Inspector

- d. Occupancy Specialist or Housing Specialist
- e. Housing Coordinator. The Housing Coordinator is currently an employee of the City; The Housing Coordinator will continue to be an employee of the City during the Initial Term of the Agreement, subject to the City's personnel policies. Following the initial term, the Coordinator will then become a HAP employee, subject to HAP personnel policies. If, during the initial term, a new Housing Coordinator is hired, the Coordinator will become an employee of HAP, hired by HAP and subject to HAP personnel policies.

6. CONSULTANTS. HAP and City will equally split the costs of any consultants which are necessary for the management of the HCV Program. HAP and City will mutually agree on the retention and/or hiring of all consultants and any costs related thereto.

7. INSPECTIONS. HAP will coordinate and compensate for any and all necessary inspections of HCV properties.

8. OFFICE SPACE. HAP will provide the necessary office space to manage the HCV program with any expenses relating thereto to be reimbursed through payments from the Administrative Fund. This includes two offices, a conference room, waiting room or area, an outside entrance to the office space, and room or area, if required, dedicated to document retention in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

9. SOFTWARE. HAP will continue to use the Lindsey Software currently in place at City for the HCV program during the Initial Term. City shall be responsible for any cost of the initial set-up and conversion of the Lindsey Software in order for HAP to operate the Lindsey Software beginning with the Initial Term. Following the Initial Term, HAP will make a determination as to whether they wish to continue using the Lindsey Software or change to a different software provider. Should HAP continue use of Lindsey Software, HAP shall assume all support costs for the Lindsey software and the online backup software that is on the server, through payments from the Administrative Fund. Any required repair or replacement of same will be charged against the Administrative Fund, and HAP may use its own vendors and procurement policies. The parties will discuss beforehand and mutually agree on the responsibility, if any, for costs of terminating the use of Lindsey Software.

10. COMPUTER HARDWARE. City shall provide HAP four (4) personal computers, one (1) printer and one (1) server with Lindsey software purchased using HUD funds and currently used in the offices that administer the HCV program, free of any charge or compensation. Any required repair or replacement of same will be charged against the Administrative Fund and HAP may use its own vendors and procurement policies. The City shall provide a local administrative password.

11. EQUIPMENT AND FURNITURE. City shall provide HAP access to all telephone numbers, telephone equipment, office equipment, and furniture, which is in City's possession and currently used in the offices which administer the HCV Program, free of any charge or compensation. If the city is unable to give HAP possession of telephone numbers, the City will make phone numbers available through rollover or transfer calls.

12. WEBSITE. City shall provide HAP with initial access to the content of City's website relating to the HCV Program so that HAP may copy and move the information to its website, free of any charge or compensation. City shall also provide a link to same on its website

on a permanent basis. City shall maintain the HCV Program website until the HAP website is operational. Once the HAP site is operational, the City shall direct Section 8 Housing Choice Voucher traffic to the HAP site.

13. VEHICLES. Title to one (1) vehicle used in connection with the HCV Program shall remain with the City. Insurance for this vehicle shall remain with the City. HAP shall have full use of this vehicle. The City shall name HAP as an additional insured party for this vehicle. HAP shall be responsible for maintenance and upkeep of this vehicle. If any additional vehicle(s) are needed, HAP will provide, own, insure, and maintain the additional vehicle(s).

14. COMPENSATION AND ADMINISTRATIVE FUND OVERAGES. All compensation and fees within this Agreement, except for those specifically designated otherwise, are contemplated to be paid for through the HCV Administrative Fund or HUD reserve fund. Any expenses in excess of the Administrative Fund balance shall be mutually agreed upon by City and HAP prior to the expenditures being incurred. Any agreed-upon expenditure incurred in excess of the Administrative Fund shall be paid from the HUD reserve fund, and if the HUD reserve fund is exhausted, shall be covered by the City.

15. EXPENSES. HAP shall be responsible for the costs of utilities, maintenance, recordkeeping, and all other similar business expenses associated with the HCV Program.

16. BANK ACCOUNT. City shall provide HAP access to all HPV Program bank accounts, including the ability to write checks on said accounts. Any checks relating to the HCV Program shall be written and issued by HAP.

17. RECORDKEEPING. HAP shall provide a location at which to store all physical files related to the HCV Program. City shall have all files in their possession transferred to the HAP property and placed in the area designated by HAP at City's expense. HAP shall maintain all records in accordance with HUD and HIPAA regulations, as applicable.

18. HUD APPROVAL. HAP and City will cooperatively and jointly coordinate with HUD regarding this Agreement. Additionally, HAP and City will work together to receive any necessary approvals regarding this relationship moving forward, including any possible mergers or transfers in the future.

19. COMPLIANCE WITH APPLICABLE LAW. City hereby represents and warrants that as of the effective date of this Agreement, the HCV Program is in compliance with all applicable laws and regulations. HCV represents and warrants that it will ensure that the HCV Program will be in compliance with all applicable laws and regulations after the effective date of this Agreement.

20. INDEMNIFICATION. City shall indemnify, defend, and hold harmless HAP for violations of any applicable laws and regulations which occurred prior to the commencement of this Agreement. HAP shall indemnify, defend, and hold harmless City for violations of any applicable laws and regulations which occurred following the effective date of this Agreement.

21. NOTICE. Any notice required or permitted to be given hereunder shall be deemed sufficiently mailed by registered or certified mail as follows:

To City:
City of Paducah
Attn: City Manager

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

To Housing Authority:
Housing Authority of Paducah
Attn: Executive Director
2330 Ohio Street
Paducah, Kentucky 42003

22. APPROVALS. Approval of this agreement shall be made by the Board of Commissioners of the City of Paducah, Kentucky, and the Board of Commissioners, on behalf of HAP.

23. GENERAL PROVISIONS.

- a. Assignment. Neither party may assign any rights nor delegate any duties under this Agreement without the other party's prior written consent. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- b. Choice of Law; Forum. This Agreement will be governed by, and construed and interpreted according to the substantive laws of the Commonwealth of Kentucky, without giving effect to its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state courts sitting in McCracken County, Kentucky and/or the federal court for the Western District of Kentucky, Paducah Division with respect to all matters arising out of or related to this Agreement.
- c. Amendment. This Agreement may be amended, modified or supplemented only by a writing that refers explicitly to this Agreement and that is signed by authorized representatives on behalf of both parties.
- d. Waiver. No waiver will be implied from conduct or failure to timely enforce any rights. No waiver will be effective unless in writing and signed on behalf of the party against which the waiver is asserted.
- e. Severability. If any part of this Agreement is found invalid or unenforceable, then that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.
- f. Entire Agreement; Purpose and Effect of Agreement. This Agreement (including any exhibits, schedules, or attachments) constitutes the final and entire agreement between the parties relating to its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein.
- g. Headings. The Article and Section headings contained herein are for reference only and shall not be construed as substantive parts of this Agreement.
- h. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement, and no person other than City and HAP shall have any legally enforceable rights hereunder.

IN WITNESS WHEREOF, **City of Paducah** and **Housing Authority of Paducah** have hereunto subscribed their names to this Housing Choice Voucher Program Management Agreement, the date first written above.

CITY OF PADUCAH

HOUSING AUTHORITY OF PADUCAH

Brandi Harless, Mayor

John Shadle, Chair of Board of Commissioners

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2018 by Brandi Harless, Mayor, on behalf of the City of Paducah.

My commission expires: _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2018 by John Shadle, Chair of the Board of Commissioners on behalf of the Housing Authority of Paducah.

My commission expires: _____.

Notary Public, State at Large

HOUSING CHOICE VOUCHER PROGRAM MANAGEMENT AGREEMENT

This Housing Choice Voucher Program Management Agreement (hereinafter the “Agreement”) is made and entered into this the ____ day of November, 2018 by and between the **CITY OF PADUCAH**, P.O. Box 2267, Paducah, Kentucky 42002-2267, a municipal corporation, (hereinafter “City”) and **HOUSING AUTHORITY OF PADUCAH**, of 2330 Ohio Street, Paducah, Kentucky 42003, (hereinafter “HAP”).

WITNESSETH:

WHEREAS, HAP agrees to manage the Housing Choice Voucher Program (hereinafter “HCV”), also known as the Section 8 Program, for City in accordance with 24 CFR Part 982;

WHEREAS, the parties have come to an agreement as to the terms and conditions of such management and do now desire to formalize such agreement; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants as herein set forth, and other good and valuable consideration, the sufficiency, adequacy, and receipt of which is acknowledged by each party, the parties do covenant and agree as follows:

1. EFFECTIVE DATE. The effective date for this Agreement shall be December 1, 2018.

2. TERM. The initial term of this agreement shall be for a term beginning on the effective date stated above and ending twenty-four (24) months following said date on November 30, 2020 (the “Initial Term”), unless sooner terminated as provided in Section 3. Thereafter, this Agreement shall be automatically renewed for an additional twelve (12) months always ending on November 30th, unless sooner terminated as provided in Section 3.

3. TERMINATION OF AGREEMENT. Either party may terminate this agreement upon delivery of written notice to the other no less than one hundred twenty (120) days prior the end of the applicable term.

4. MANAGEMENT SERVICES. HAP shall provide management, training, oversight, and quality control that results in the fulfillment of all obligations and requirements of the HCV program in accordance with 24 CFR Part 982, as amended. HAP shall ensure that all required documentation and reporting to the U.S. Housing and Urban Development (HUD) are completed accurately and in a timely manner, including the Annual Administrative Plan and the 5-Year Administrative Plan as required by HUD. HAP shall continue participation in the HUD-VASH program, and continue participation in a program partnership to address the needs of recent domestic violence victims.

5. EMPLOYEES. HAP may provide the following positions to administer the HCV Program:

- a. Executive Director
- b. Finance Director
- c. Inspector

- d. Occupancy Specialist or Housing Specialist
- e. Housing Coordinator. The Housing Coordinator is currently an employee of the City; The Housing Coordinator will continue to be an employee of the City during the Initial Term of the Agreement, subject to the City's personnel policies. Following the initial term, the Coordinator will then become a HAP employee, subject to HAP personnel policies. If, during the initial term, a new Housing Coordinator is hired, the Coordinator will become an employee of HAP, hired by HAP and subject to HAP personnel policies.

6. CONSULTANTS. HAP and City will equally split the costs of any consultants which are necessary for the management of the HCV Program. HAP and City will mutually agree on the retention and/or hiring of all consultants and any costs related thereto.

7. INSPECTIONS. HAP will coordinate and compensate for any and all necessary inspections of HCV properties.

8. OFFICE SPACE. HAP will provide the necessary office space to manage the HCV program with any expenses relating thereto to be reimbursed through payments from the Administrative Fund. This includes two offices, a conference room, waiting room or area, an outside entrance to the office space, and room or area, if required, dedicated to document retention in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

9. SOFTWARE. HAP will continue to use the Lindsey Software currently in place at City for the HCV program during the Initial Term. City shall be responsible for any cost of the initial set-up and conversion of the Lindsey Software in order for HAP to operate the Lindsey Software beginning with the Initial Term. Following the Initial Term, HAP will make a determination as to whether they wish to continue using the Lindsey Software or change to a different software provider. Should HAP continue use of Lindsey Software, HAP shall assume all support costs for the Lindsey software and the online backup software that is on the server, through payments from the Administrative Fund. Any required repair or replacement of same will be charged against the Administrative Fund, and HAP may use its own vendors and procurement policies. The parties will discuss beforehand and mutually agree on the responsibility, if any, for costs of terminating the use of Lindsey Software.

10. COMPUTER HARDWARE. City shall provide HAP four (4) personal computers, one (1) printer and one (1) server with Lindsey software purchased using HUD funds and currently used in the offices that administer the HCV program, free of any charge or compensation. Any required repair or replacement of same will be charged against the Administrative Fund and HAP may use its own vendors and procurement policies. The City shall provide a local administrative password.

11. EQUIPMENT AND FURNITURE. City shall provide HAP access to all telephone numbers, telephone equipment, office equipment, and furniture, which is in City's possession and currently used in the offices which administer the HCV Program, free of any charge or compensation. If the city is unable to give HAP possession of telephone numbers, the City will make phone numbers available through rollover or transfer calls.

12. WEBSITE. City shall provide HAP with initial access to the content of City's website relating to the HCV Program so that HAP may copy and move the information to its website, free of any charge or compensation. City shall also provide a link to same on its website

on a permanent basis. City shall maintain the HCV Program website until the HAP website is operational. Once the HAP site is operational, the City shall direct Section 8 Housing Choice Voucher traffic to the HAP site.

13. VEHICLES. Title to one (1) vehicle used in connection with the HCV Program shall remain with the City. Insurance for this vehicle shall remain with the City. HAP shall have full use of this vehicle. The City shall name HAP as an additional insured party for this vehicle. HAP shall be responsible for maintenance and upkeep of this vehicle. If any additional vehicle(s) are needed, HAP will provide, own, insure, and maintain the additional vehicle(s).

14. COMPENSATION AND ADMINISTRATIVE FUND OVERAGES. All compensation and fees within this Agreement, except for those specifically designated otherwise, are contemplated to be paid for through the HCV Administrative Fund or HUD reserve fund. Any expenses in excess of the Administrative Fund balance shall be mutually agreed upon by City and HAP prior to the expenditures being incurred. Any agreed-upon expenditure incurred in excess of the Administrative Fund shall be paid from the HUD reserve fund, and if the HUD reserve fund is exhausted, shall be covered by the City.

15. EXPENSES. HAP shall be responsible for the costs of utilities, maintenance, recordkeeping, and all other similar business expenses associated with the HCV Program.

16. BANK ACCOUNT. City shall provide HAP access to all HPV Program bank accounts, including the ability to write checks on said accounts. Any checks relating to the HCV Program shall be written and issued by HAP.

17. RECORDKEEPING. HAP shall provide a location at which to store all physical files related to the HCV Program. City shall have all files in their possession transferred to the HAP property and placed in the area designated by HAP at City's expense. HAP shall maintain all records in accordance with HUD and HIPAA regulations, as applicable.

18. HUD APPROVAL. HAP and City will cooperatively and jointly coordinate with HUD regarding this Agreement. Additionally, HAP and City will work together to receive any necessary approvals regarding this relationship moving forward, including any possible mergers or transfers in the future.

19. COMPLIANCE WITH APPLICABLE LAW. City hereby represents and warrants that as of the effective date of this Agreement, the HCV Program is in compliance with all applicable laws and regulations. HCV represents and warrants that it will ensure that the HCV Program will be in compliance with all applicable laws and regulations after the effective date of this Agreement.

20. INDEMNIFICATION. City shall indemnify, defend, and hold harmless HAP for violations of any applicable laws and regulations which occurred prior to the commencement of this Agreement. HAP shall indemnify, defend, and hold harmless City for violations of any applicable laws and regulations which occurred following the effective date of this Agreement.

21. NOTICE. Any notice required or permitted to be given hereunder shall be deemed sufficiently mailed by registered or certified mail as follows:

To City:
City of Paducah
Attn: City Manager

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

To Housing Authority:
Housing Authority of Paducah
Attn: Executive Director
2330 Ohio Street
Paducah, Kentucky 42003

22. APPROVALS. Approval of this agreement shall be made by the Board of Commissioners of the City of Paducah, Kentucky, and the Board of Commissioners, on behalf of HAP.

23. GENERAL PROVISIONS.

- a. Assignment. Neither party may assign any rights nor delegate any duties under this Agreement without the other party's prior written consent. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- b. Choice of Law; Forum. This Agreement will be governed by, and construed and interpreted according to the substantive laws of the Commonwealth of Kentucky, without giving effect to its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state courts sitting in McCracken County, Kentucky and/or the federal court for the Western District of Kentucky, Paducah Division with respect to all matters arising out of or related to this Agreement.
- c. Amendment. This Agreement may be amended, modified or supplemented only by a writing that refers explicitly to this Agreement and that is signed by authorized representatives on behalf of both parties.
- d. Waiver. No waiver will be implied from conduct or failure to timely enforce any rights. No waiver will be effective unless in writing and signed on behalf of the party against which the waiver is asserted.
- e. Severability. If any part of this Agreement is found invalid or unenforceable, then that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.
- f. Entire Agreement; Purpose and Effect of Agreement. This Agreement (including any exhibits, schedules, or attachments) constitutes the final and entire agreement between the parties relating to its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein.
- g. Headings. The Article and Section headings contained herein are for reference only and shall not be construed as substantive parts of this Agreement.
- h. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement, and no person other than City and HAP shall have any legally enforceable rights hereunder.

IN WITNESS WHEREOF, **City of Paducah** and **Housing Authority of Paducah** have hereunto subscribed their names to this Housing Choice Voucher Program Management Agreement, the date first written above.

CITY OF PADUCAH

HOUSING AUTHORITY OF PADUCAH

Brandi Harless, Mayor

John Shadle, Chair of Board of Commissioners

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2018 by Brandi Harless, Mayor, on behalf of the City of Paducah.

My commission expires: _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2018 by John Shadle, Chair of the Board of Commissioners on behalf of the Housing Authority of Paducah.

My commission expires: _____.

Notary Public, State at Large

Agenda Action Form Paducah City Commission

Meeting Date: November 13, 2018

Short Title: Noble Park Peck Addition Design Contract - **M THOMPSON**

Category: Ordinance

Staff Work By: Mark Thompson
Presentation By: Mark Thompson

Background Information: In 2016 Mr. Lane Peck established a fund with the Community Foundation of West Kentucky for the creation of a nature/outdoor education center in Noble Park. The area of Noble Park for which this funding is designated is known as the Peck Addition or the Cairo Road entry. Mr. Peck passed away in 2016 but a week prior to his death he met with Mark Thompson, Parks and Recreation Director, Jonathan Perkins, Landscape Architect with Bacon Farmer & Workman and his Mr. Peck's nephew Kevin Peck. At that meeting we delivered a concept of the improvements to this area and Mr. Peck approved them wholeheartedly. He designated \$300,000 for this nature/outdoor education, \$50,000 is currently in a City project account. The remainder is available to be drawn as needed from the Community Foundation. This ordinance is to authorize the approval of the design contract with BFW and to authorize the expending of up to a total of \$300,000 as it is drawn from the Community Foundation for this project.

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

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

Funds Available: Account Name: Noble Park Peck Donation

Account Number: PA0108 4000-2401-5-2307-0

Staff Recommendation: Approval of the contract and authorization to spend funds as drawn from the Community Foundation of West Kentucky.

Attachments:

1. Ordinance
2. AgendaAct package 2018-94 Peck Addition 10232018

ORDINANCE NO. 2018-__ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BACON FARMER AND WORKMAN ENGINEERING & TESTING, INC., FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL DESIGN, CONSTRUCTION DOCUMENTATION, LAND SURVEYING SERVICES AND PERMITTING ASSISTANCE FOR THE PECK MEMORIAL AND OUTDOOR LEARNING AREAS LOCATED WITHIN NOBLE PARK IN AN AMOUNT OF \$36,320.00 AND AUTHORIZING THE WITHDRAWAL OF FUNDS UP TO \$250,000 AS NEEDED FROM THE COMMUNITY FOUNDATION OF WEST KENTUCKY ACCOUNT ESTABLISHED BY LANE PECK FOR THE NOBLE PARK PECK ADDITION PROJECT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves an agreement with Bacon Farmer and Workman Engineering & Testing, Inc., for professional landscape architectural design, construction documentation, land surveying services and permitting assistance for the Peck Memorial and Outdoor Learning Areas located within Noble Park in an amount of \$36,320.00 and authorizes the Mayor to execute an agreement for same.

SECTION 2. This expenditure shall be charged to the Noble Park Peck Donation account number 40002401-523070, project number PA0108.

SECTION 3. That the City of Paducah hereby authorizes the Finance Director to withdraw funds up to \$250,000 as needed from the Community Foundation of West Kentucky account which was established by Mr. Lane Peck for the purpose of funding the Noble Park Peck Addition project.

SECTION 4. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any,

which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 6. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 23, 2018

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\Parks\agree – Noble Park Peck Addition Design BFW – Community Foundation Account



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

October 15, 2018

RE: Peck Memorial Relocation, Noble Park – Proposal for Site Design Services

Mark H. Thompson, Director
City of Paducah, Parks and Recreation
1400 H.C. Mathis Drive
Paducah, KY 42001
mthompson@paducahky.gov

Dear Mr. Thompson:

Bacon Farmer Workman Engineering & Testing, Inc. is pleased to be given the opportunity to submit a proposal to you to perform landscape architectural design, construction documentation, and permitting assistance for the relocation of the Peck memorial and outdoor learning areas located within Noble Park for a lump-sum of **\$30,000.00**. I have also included a lump-sum cost of **\$6,320.00** for land surveying services. I ask that you please review the scope of work and deliverables below to ensure I have covered all necessary items per our discussions. The scope of work to be provided is as follows:

Schematic Design/Design Development Phase: \$10,500 (35%)

- Project Kick-off/Initial design/Owner input meeting (*1 meeting*)
- Schematic Design concept development (including relocation of Peck monument)
 - Schematic design review meeting (*1 meeting*)
 - Owner coordination

Construction Documents Phase: \$12,000 (40%)

- Permitting Assistance:
 - Kentucky Division of Water (DOW) permitting
 - Archeological study coordination (by Others; fees not included in proposal)
 - Wetlands Delineation study and coordination (by Others; fees not included in proposal)
- Construction Documentation:
 - Site demolition/tree removal/erosion control
 - Tree protection/preservation plan
 - Site design/landscape drawings
 - Site/monument lighting layout – *Marcum Engineering, LLC*
 - Prepare Project Manual/Specifications
 - Construction document review meeting (*1 meeting*)

500 South 17th Street
P.O. Box 120
Paducah, KY 42002-0120
Phone: (270) 443-1995
Fax: (270) 443-1904

1215 Diuguid Drive
Murray, KY 42071
Phone: (270) 753-7307
Fax: (270) 759-4950

966 Double Bridge Road
Phone: (931) 359-4882
Lewisburg, TN 37091

403 N. Court Street
Marion, IL 62959
Phone: (618) 993-6700
Phone: (618) 997-9190
Fax: (618) 993-6717

Bidding/Contract Negotiation Phase: **\$1,500 (5%)**

- Bidding assistance
 - Conduct Pre-bid meeting (*as needed*)
 - Respond to Bidder questions/comments
 - Produce Addenda items

Construction Administration Phase: **\$6,000 (20%)**

- Conduct pre-construction meeting
- Conduct site observations/progress meetings (estimate 10 meetings)
 - Prepare revision drawings/respond to questions
- Prepare As-built drawings
- Close-out project

* Land Surveying Services (Separate from site design and construction documentation): **\$6,320.00**

- Obtain all topographic information.
 - The area of this survey shall include a 50' wide corridor along the proposed field centerline location, proposed outdoor classroom spaces and proposed parking areas.
 - Random spot elevations within the survey area shall be obtained and a map prepared showing contours at 1' intervals.
 - Datum will be based on NAVD 88.
- Prepare a Topographic Survey drawing.
- Set permanent control, near the site in a location where it will not be disrupted by development.
- All drawings will be submitted with hard copies, pdf's and digital AutoCAD 2018 format.

Total Proposed: **\$36,320.00**

If you agree with the scope and proposed costs, please sign the attached services agreement and this proposal on the lines provided below and return to me at PO Box 120, Paducah, KY 42003-0120 or feel free to email a digital version to the email address below.

If you have any questions or need additional information, please feel free to call me at 270-443-1995 or e-mail me at jperkins@bfwengineers.com.

Sincerely,

Bacon | Farmer | Workman Engineering & Testing, Inc.



Jonathan E. Perkins, PLA, ASLA
Landscape Architect

Attachment: 1

Authorization to Proceed:

Proposal Date – October 15, 2018

Peck Memorial Relocation, Noble Park – Proposal for Site Design Services

Mark H. Thompson, Director

City of Paducah, Parks and Recreation

Signature

Date

Name (Printed)

Title

PROFESSIONAL SERVICES AGREEMENT

PROJECT:

**BACON,
FARMER,
WORKMAN
ENGINEERING
& TESTING,
INC. JOB #: P17404**

Peck Memorial Relocation - City of Paducah

CLIENT: 1400 H.C. Mathis Drive
ADDRESS: Paducah, KY 42001

CONTACT: Mr. Mark Thompson, Director TEL: 270-444-8696 FAX: _____

CONSULTANT: BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.
ADDRESS: 500 S. 17th St Paducah, KY 42003

CONTACT: Jonathan E. Perkins TEL: 270-443-1995 FAX: 270-443-1904

PROJECT DESCRIPTION: Relocate existing Peck monument from Cairo Road location to park drive loop; Design new landscape areas to suit relocated monument; Trail, outdoor classroom, native plant demonstration bed design; Site topographic survey.

SCOPE OF SERVICES (See Attachment)

SCHEDULE (See Attachment)

COMPENSATION:

LUMP SUM (Not to Exceed). Compensation for these services shall be a Lump Sum of \$36,320.00.

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

BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's Direct Job Wages times a factor of _____ List of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's Hourly Rates.

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

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

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

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

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

CLIENT: City of Paducah, Kentucky

CONSULTANT: Bacon, Farmer, Workman Engineering & Testing, Inc.

BY: Mark Thompson

BY: Jonathan E Perkins, PLA, ASLA

SIGNATURE: _____

SIGNATURE: _____

TITLE: Director of Parks and Recreation

TITLE: Landscape Architect

DATE: _____

DATE: 10/15/2018

BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. STANDARD CONDITIONS

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

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

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

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

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

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

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

7. COMPLIANCE WITH LAWS. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.

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

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

written authorization of and appropriate compensation to BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. .

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

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

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

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

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

14. LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. and its subconsultants to all those named shall not

exceed \$50,000 or the amount of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

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

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



Indoor Learning Environments - Types | Descriptions

Outdoor Learning Area	Description	Activities and Materials	Spatial Requirements
Quiet Area	Passive activities or materials that allow children to transition to their outdoor space	Passive activities or materials that allow children to transition to their outdoor space	
Manipulative Area	Activities or materials that allow children to work on their fine-motor skills	<ol style="list-style-type: none"> Construction tools, building materials, writing materials, pottery. For older children and youth, you could offer sewing, woodworking, or jewelry making, perhaps incorporating natural materials. 	
Physical Area	Activities or materials to strengthen gross-motor skills	<ol style="list-style-type: none"> Playground equipment, balls, hoops, nets, jump ropes, bicycles and sports activities, group games (tag, field-day activities), obstacle courses Remember that with the proper safety gear, older children and youth may also enjoy inline skating or skateboarding 	
Nature Area	Activities or materials found in nature; perfect spot for a garden or discovery area	<ol style="list-style-type: none"> Leaves, bark, seeds, fossils You can offer opportunities to examine and explore items or create and tend a garden. 	
Social Area	Activities or an area that offers a quiet spot for children to talk and interact with each other and staff members	Picnic table with benches, chairs situated away from noise and play	
Dramatic area	Activities or materials that offer an outdoor version of a dramatic play space	Play house, sand and tools, bubbles, wheeled toys, other items that promote imaginative and interactive play (for young children); theater, dance, or music props, for example for a musical concert or talent show (for older children)	
Sensory area	Activities or materials that allow children to explore and discover through their senses	Water table, sprinkler, sand box, digging tools (for younger children); creating items to test in different contexts and environment, for example, boats out of recycled materials to test in water table (for older children)	
<i>Resource: Virtual Lab School (https://www.virtualschool.org/school-age/learning-environments/lesson-3)</i>			
Animal Tracking Plot	Activities focused around identifying animal tracks, remnants, etc. to teach students about local animals found in local community.	Feeding + attracting local wildlife to study their tracks and signs of their presence	3 feet by 3 feet (or Larger) plot filled with clay, devoid of plant materials and grass
Arboretum	Plot of trees/shrubs that are specifically selected for students to identify as to learn about local flora and how knowing about trees can help protect our local forests/urban-forests.	Identify trees by characteristics: whole tree, buds, leaves, bark, stems, fruit, etc. Planting benches for tree planting in pots would teach about how trees grow.	Large area containing room for trees and tables to display specimens.
Archaeological Dig Site	This is an area where students can learn the techniques used in archaeological digs, while unearthing "planted" artifacts. Such an activity can also be tied into historical studies and soils investigations.	Students dig in an artificial archaeological dig-site which would have "planted" artifacts.	
Berry/Fruit Producing Plants	For quick growth, beautiful color, wildlife food and cover, erosion control and general outdoor studies, it's hard to beat berry producing shrubs.	Identifying and planting fruit-producing trees, shrubs, brambles, vines and teaching how to plant and care for them. Also, identifying where to find natives & locally available fruit.	
Bird Blind	When observing birds near a feeder or around a pond or marsh, wouldn't it be nice to be invisible?	A simple wood frame structure covered with chicken wire serves as a good foundation to be covered with leaves and other natural debris, leaving a small area open for observation.	
Bird Feeders			
Butterfly Garden			
Compost Pile			
Creek			
Existing Timber Stand			
Erosion Control Demonstration Area			
Grasses Plot			
Fence Row			
Groundwater Monitoring Hole			
Herb Garden			
Herbaceous Wildlife Plantings			



Marshes/Wetlands	Visitors leave natural elements (shells, galls, bones, rocks, etc.) that they have collected from around the forest.	Box, display case, shelves, etc. in which items collected locally can be displayed on-site for other visitors
Nature's Swap Shop		
Nesting Boxes		
Orchard		
Perch 'n' Plant		
Pond		
Prairie Plot		
Road	Study area for water run-off. Why and where water goes.	Reasons and locations for pipe culverts, drainage swales. Effects of erosion on different surfaces - natural vs. man-made elements.
Rock Pile, Geological Studies		
Sensory Discovery Area		
Solar/Wind Energy Demonstration		
Soil Studies		
Sound Tubes		
Succession Areas		
Sundial		
Tree Cross Sections		
Tree Plantation		
Tree Seedling Nursery		
Watering Hole		
Weathering Station		
Wildflower Plot		
Wildlife Food Plots of Grains		
Windbreaks of Tree and Shrub Plantings		
Wood Decay Test Site (including fungi)		
Woodland Clearing/Regeneration Area		
Adapted from: <i>Outdoor Classrooms, Guidelines & Features</i> (https://www.in.gov/In/forestry/files/fo-Guidelines_Outd_Labs.pdf)		
Animal + Invasives Identification		
Plant + Invasives Identification		
Orienteering/Compass Rose/Map-making		
Rain Gardens/Water Quality		
Flooding/Watersheds		

- Ident:
- Soil
- Plants: Trees
- Plants: Herbaceous
- Water: Water Quality,
- Archeology/Geology
- Animals
- Sensory
- Energy
- Waste Management: Recycling, Landfill Waste
- Various Experiences

\$300,000 Project Area
08/24/2018



Peck Addition Noble Park

SCHEMATIC Landscape Planting & Mulching Estimate of Probable Cost

Noble Park, Paducah, Kentucky

Updated: 08/24/2018

\$300K Budget - North Side



BFW# P17404

v4.1

Demolition/Stripping/Erosion Control/Earthwork	Price/Unit:	Unit:	Quantity:	Subtotal:
Erosion Control Systems (Silt Control fencing, Check dams)	\$3,000.00	LS	0.5	\$1,500.00
Install Salvaged Downed/Felled Tree	\$1,200.00	LS	1.0	\$1,200.00
Remove Existing Trees/Clear and Grub Woods	\$4,000.00	LS	0.5	\$2,000.00
Topsoil - Strip and Stockpile	\$12.00	CY	50.0	\$600.00
Topsoil - Spread from Sockpile to Rough Finish Grade (6")	\$15.00	CY	200.0	\$3,000.00
Subtotal:				\$8,300.00
Building/Architectural	Price/Unit:	Unit:	Quantity:	Subtotal:
Overhead Pergola Structures (Steel Tubes with Wood)	\$20,000.00	LS	1.0	\$20,000.00
Information Kiosk/Trailhead Structure	\$3,000.00	Each	1.0	\$3,000.00
Interpretive Signage - Large Graphics with 2 Posts	\$1,500.00	Each	2.0	\$3,000.00
Interpretive Signage - Tree Identification Signage	\$100.00	Each	20.0	\$2,000.00
Pre-engineered Picnic/Classroom Shelter	\$15,000.00	Each	2.0	\$30,000.00
Creek Overlook Deck Structure	\$6,000.00	Each	1.0	\$6,000.00
Subtotal:				\$64,000.00
Plants/Topsoil/Organic Mulches	Price/Unit:	Unit:	Quantity:	Subtotal:
Shade Trees (2.5" Caliper)	\$475.00	Each	10.0	\$4,750.00
Ornamental Trees/Large Shrubs (7'-8' Min., Multi-stem)	\$250.00	Each	12.0	\$3,000.00
Shrubs (Spaced 3-feet on-center)	\$65.00	Each	100.0	\$6,500.00
Perennials/Grasses/Groundcovers (4" Pots)	\$6.00	Each	4000.0	\$24,000.00
Raised Garden Beds (18" Timber frames [10'x10'] & Planting Soils)	\$125.00	Each	20.0	\$2,500.00
Spreading City of Paducah Compost/Mulch (hand-placed @ 3-4" deep)	\$25.00	CY	119.6	\$2,990.83
Subtotal:				\$43,740.83
Concrete/Pavers/Pavement/Walls/Stone	Price/Unit:	Unit:	Quantity:	Subtotal:
Standard Duty Asphalt Subgrade (6" DGA)	\$30.00	Ton	111.1	\$3,333.33
Standard Duty Asphalt Base (2.5")	\$90.00	Ton	46.7	\$4,200.00
Standard Duty Asphalt Surface (1.5")	\$100.00	Ton	27.8	\$2,777.78
Colored Concrete Labyrinth (Multiple Colors)	\$75.00	SY	266.0	\$19,950.00
Crushed Limestone Surface Course (4")	\$7.00	SY	2376.0	\$16,632.00
Standard Duty Aggregate Base (6" DGA)	\$30.00	Ton	475.2	\$14,256.00
River Cobbles Mulch (4"-8" diam. @ 6" Deep)	\$150.00	CY	21.7	\$3,250.00
Dry Streambed/Water Feature - Stone lined w/ EPDM Liner (390 LF)	\$8,500.00	LS	0.0	\$0.00
Natural Boulders - Various Sizes (200-400 lbs on Avg.)	\$180.00	Each	30.0	\$5,400.00
8'-Wide Boardwalk on Helical Piers (Segment at Nature Trail)	\$170.00	LF	65.0	\$11,050.00
Subtotal:				\$80,849.11
MEP	Price/Unit:	Unit:	Quantity:	Subtotal:
Pedestrian/Pathway Pole-mounted Lights (Paducah P+R Standard, 1-2 per "node")	\$3,000.00	Each	5.0	\$15,000.00
Cold Water Piping	\$20.00	LF	300.0	\$6,000.00
Frost-proof water hydrant/spigot - hose water	\$1,500.00	Each	2.0	\$3,000.00
Subtotal:				\$24,000.00
Site Furnishings/Outdoor Kitchen	Price/Unit:	Unit:	Quantity:	Subtotal:
Trash Receptacle - Generic (Vinyl-coated Expanded Metal)	\$600.00	Each	3.0	\$1,800.00
Concrete Garden Bench (Belson)	\$925.00	Each	10.0	\$9,250.00
Picnic Tables - Generic (Vinyl-coated Expanded Metal)	\$900.00	Each	8.0	\$7,200.00
Fixed Shade Canopy Tension (Fabric) Structures (Approx. 30'x30')	\$15,000.00	Each	1.0	\$15,000.00
Concrete Footing for Tension Structures	\$400.00	Each	4.0	\$1,600.00
Subtotal:				\$34,850.00
Total:				\$255,739.94
Grand Total Cost:				\$255,739.94
		Site Development/Landscape		\$215,139.94
		Site Survey [North/Levee -side of road ONLY]		\$4,000.00
		KY Division of Water Permitting / Archaeological Study / Wetlands Delineation		\$15,000.00
		A/E Fee:	0.12	\$30,688.79
		Site Development/Landscape & A/E Fee/Additional Services & Permitting:		\$305,428.74

Note:

This document is an estimate of probable construction cost. BFW Engineering & Testing, Inc., has no control over the cost of labor, materials, or equipment, or over the Contractor's method for determining prices, or over the local market conditions. This estimate of probable cost is based on past experience and represents BFW Engineering & Testing, Inc.'s best judgement. BFW Engineering & Testing, Inc. can not guarantee that proposals, bids, or the actual construction cost will not vary from this estimate.

Mark Thompson

From: Tony Watkins <tjwatkins51@aol.com>
Sent: Friday, November 10, 2017 12:43 PM
To: Mark Thompson
Subject: J. Lane Peck - Noble Park Project

Mark,

I've been out of town most of the week and in Murray today.

Let's touch base Monday. I pledged to Lane that we would either complete the project or run out of the available funding. I will get you, John and whomever what they need to get this project moving again financially toward completion.

Tony Watkins
Community Foundation of West Kentucky, Inc.
P.O. Box 7
Paducah, KY 42002
270-442-8622 - office
270-205-0151 - cell

Like us on Facebook!
Visit our web page at cfwestky.org

Agenda Action Form

Paducah City Commission

Meeting Date: November 13, 2018

Short Title: Closure of Alley between Brown Street and Murray Street - **R MURPHY**

Category: Ordinance

Staff Work By: Maegan Mansfield

Presentation By: Rick Murphy

Background Information: Disabled American Veterans Chapter #7; Larry Caldwell; MDF Atlas Holdings, LLC; Toby & Stacey Haines; Elva Brown and Joan Bruyns have submitted an application to close a fifteen (15) foot alley running parallel between Murray Avenue and Brown Street, east of D.A.V. Drive. A 15'x160' private ingress/egress easement originating from the western property line of 1133 Murray Avenue and the east right-of-way line of D.A.V. Drive is proposed in order to maintain rear access to the following addresses: 1133, 1137, 1139 Murray Avenue and 1030, 1028, 1016 Brown Street.

One property owner, known as the George Etheridge Estate, did not sign the application. Therefore, a sole applicant has signed a right-of-way closure guarantee where they shall be personally liable for and shall promptly pay all damages, including attorney fees, that may be awarded pursuant to KRS 82.405 in any civil action for the closing of the Public Right-of Way.

On August 20th, 2018 the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation:

To adopt an ordinance authorizing the closure of the fifteen (15) foot alley located between Murray Street and Brown Street, where a fifteen (15) foot public ingress/egress easement originating from the western property line of 1133 Murray Avenue and the east right-of-way line of D.A.V. in order to maintain rear access to: 1133, 1137, 1139 Murray Avenue and 1030, 1028, 1016 Brown Street. Also, authorize the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. Municipal Order
2. Resolution - Alley Closing - between Murray & Brown
3. Application
4. Guarantee Form 10-25-18
5. Plat of Survey of Alley Closing_Block 7 of Chamblin, Murray, & Browns

ORDINANCE NO. 2018-__ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF AN ALLEY
RUNNING PARALLEL BETWEEN MURRAY AVENUE AND BROWN STREET, EAST OF
D.A.V. DRIVE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS
RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of an
alley running parallel between Murray Avenue and Brown Street, East of D.A.V. Drive, and
being more particularly described as follows:

Tract A

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) 20.00 feet east of the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the Disabled American Veterans Chapter #7 property described in Deed Book 834, Page 306 to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a Mag nail with washer stamped "2900" (set) 20.00 feet east of the centerline of D.A.V. Drive;

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet along the east right of way of D.A.V. Drive to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract B

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the south line of the Disabled American Veterans Chapter #7 property described in Deed Book 834, Page 306 and Deed Book 648, Page 618, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 60.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the Disabled American Veterans Chapter #7 property described in Deed Book 648, Page 618 to an existing 1/2" diameter rebar with plastic cap stamped "R. TOSH KYPLS 2900"(found);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract C

A certain portion of a 15 foot wide alley containing 0.0344 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at an existing 1/2" diameter rebar with plastic cap stamped "R. TOSH KYPLS 2900" (found) in the south line of the Larry Caldwell property described in Deed Book 1103, Page 642 and Deed Book 1259, Page 359, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 100.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 200.00 feet along the north line of a 15 foot wide alley and the south line of the Larry Caldwell property recorded in Plat Section "M", Page 913 to an existing 1/2" diameter rebar with plastic cap stamped "R. TOSH KYPLS 2900" (found);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 200.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The westernmost 80.00 feet of the above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the easement.

Tract D

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at an existing 1/2" diameter rebar with plastic cap stamped "R. TOSH KYPLS 2900" (found) at the southwest corner of the MDF Atlas Holdings, LLC property described in Deed Book 1265, Page 630, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 300.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the MDF Atlas Holdings, LLC property to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract E

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) at the southwest corner of the MDF Atlas Holdings, LLC property described in Deed Book 1258, Page 611, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 340.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the MDF Atlas Holdings, LLC property to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract F

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the south line of the MDF Atlas Holdings, LLC property described in Deed Book 1258, Page 611, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 380.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the MDF Atlas Holdings, LLC property to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract G

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky

on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a Mag nail with washer stamped "2900" (set) in the centerline of a 15 foot wide alley, said point being located 20.00 feet east of the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a point, [and passing through a 1/2" diameter rebar with plastic cap stamped WITNESS PT. KYPLS 2900 (set) at 4.50 feet];

Thence along the north line of the Disabled American Veterans Chapter #7 property described in Deed Book 834, Page 306 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a Mag nail with washer stamped "2900" (set), said point being located 20.00 feet east of the centerline of D.A.V. Drive;

Thence along the east line of D.A.V. Drive North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract H

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 60.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Joan Bruyns property described in Deed Book 456, Page 232 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a point;

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet [and passing through a 1/2" diameter rebar with plastic cap stamped WITNESS PT. KYPLS 2900 (set) at 3.00 feet] to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract I

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 100.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Joan Bruyns property described in Deed Book 456, Page 232 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a point;

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract J

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 140.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Larry Caldwell property described in Deed Book 811, Page 600 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract K

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 180.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a point;

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Elva Brown property described in Deed Book 525, Page 366 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract L

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a point in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 220.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Elva Brown property described in Deed Book 525, Page 366 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract M

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 260.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Elva Brown property described in Deed Book 726, Page 426 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract N

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 300.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Elva Brown property described in Deed Book 726, Page 426 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract O

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 340.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to an existing 1/2" diameter rebar with plastic cap stamped "DH Dummer PLS 1955" (found);

Thence along the north line of the George Etheridge Estate property described in Deed Book 221, Page 241 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract P

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 380.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set) at a common corner to the Tobby and Stacey

Haines property described in Deed Book 1357, Page 771 and Deed Book 1030, Page 20, recorded in Plat Section "K", Page 324;

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to an existing 1/2" diameter rebar with plastic cap stamped "DH Dummer PLS 1955" (found);

Thence along the north line of the Toby and Stacey Haines property North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to an existing 1/2" diameter rebar with plastic cap stamped "DH Dummer PLS 1955" (found);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Disabled American Veterans Chapter # 7, Larry Caldwell, MDF Atlas Holdings, Toby & Stacey Haines, Elva Brown and Joan Bruyns, are the owners of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto **Exhibit A** and made part hereof.

b. On the 20th day of August, 2018, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All above mentioned property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. One property owner, known as George Etheridge Estate, whose land adjoins the public right-of-way proposed to be closed has not signed the application for street and/or alley closing and the plat. Therefore, applicant Larry Caldwell has signed a Public Right-Of-Way Closure Guarantee, as attached hereto **Exhibit B** and made a part hereof, agreeing to be personally liable for and shall promptly pay all damages, including attorney fees, that may be awarded pursuant to KRS 82.405 in any civil action for the closing of the Public Right-of-Way.

SECTION 4. All requirements of KRS 82.405(1), (2), (3) and (4) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 5. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above.

SECTION 6. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 13, 2018

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\stclosing\alley-Brown St & Murray Ave

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

Exhibit A



**CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION**

Date: 19-Jul-18

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: 15' Alley lying east of D.A.V. Dr between Brown St & Murray Ave.

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

Larry Caldwell
Signature of Property Owner
Larry Caldwell
Property Owner's Name Printed
1018 Brown St Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 20 day of July, 2018, by LARRY CALDWELL

My Commission expires November 19, 2019



Elva Brown
Signature of Property Owner
Elva Brown
Property Owner's Name Printed
1131 Murray Ave Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 21 day of July, 2018, by ELVA BROWN

My Commission expires November 19, 2019



Joan Bruyns
Signature of Property Owner
Joan Bruyns
Property Owner's Name Printed
1137 Murray Ave Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 1 day of August, 2018
by Joan Bruyns

My Commission expires August 23, 2019



Mike Smith
Signature of Property Owner
MIKE SMITH, COMMANDER
Disabled American Veterans Chapter #7
Property Owner's Name Printed
1133 Murray Ave Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 25 day of July, 2018
by MIKE SMITH

My Commission expires August 23, 2019



Mark Foglesong
Signature of Property Owner
MARK FOGLESONG
MDF Atlas Holdings, LLC
Property Owner's Name Printed
PO Box 610 Paducah, KY 42002
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 27 day of JULY, 2018
by MARK FOGLESONG

My Commission expires August 23, 2019





Signature of Property Owner
Toby Haines

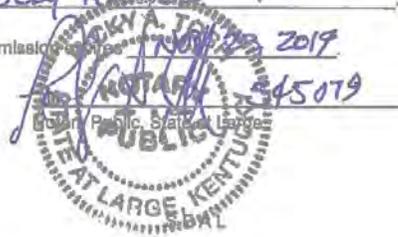
Property Owner's Name Printed
1907 Irvin Cobb Dr Paducah, KY 42003

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 31 day of July, 2018
by Toby Haines

My Commission expires Nov 29 2019





Signature of Property Owner
Stacy Haines

Property Owner's Name Printed
1907 Irvin Cobb Dr Paducah, KY 42003

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 31 day of July, 2018
by Stacy Haines

My Commission expires Nov 29 2019



Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this ____ day of _____, 20____
by _____

My Commission expires _____

Notary Public, State at Large

SEAL



**CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE GUARANTEE**

Date: October 25, 2018

If all real property owners whose land adjoins the Public Right-of-Way proposed to be closed have not signed the Application and the Plat, then the following guarantee shall be executed by the Applicant and notarized:

The undersigned Applicant unconditionally Guarantees that I shall be personally liable for and shall promptly pay all damages, including attorney fees, that may be awarded pursuant to KRS 82.405 in any civil action for the closing of the Public Right-of-Way named herein.

Public Right-of-Way: 15' Alley lying east of D.A.V. Dr. between Brown St. & Murray Ave.

Larry Caldwell
Signature of Property Owner
Larry Caldwell
Property Owner's Name Printed
1016 Brown St Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 25 day of October, 2018,
by Larry Caldwell

My Commission expires Nov. 23, 2019

[Signature]
Notary Public, State at Large #545079

SEAL



A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN ALLEY RUNNING PARALLEL BETWEEN MURRAY AVENUE AND BROWN STREET, EAST OF D.A.V. DRIVE.

WHEREAS, a public hearing was held on August 20, 2018 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to close an alley running parallel between Murray Avenue and Brown Street, east of D.A.V. Drive.

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

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners of the City of Paducah to close an alley running parallel between Murray Avenue and Brown Street, east of D.A.V. Drive as follows:

Tract A

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) 20.00 feet east of the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the Disabled American Veterans Chapter #7 property described in Deed Book 834, Page 306 to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a Mag nail with washer stamped "2900" (set) 20.00 feet east of the centerline of D.A.V. Drive;

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet along the east right of way of D.A.V. Drive to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract B

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the south line of the Disabled American Veterans Chapter #7 property described in Deed Book 834, Page 306 and Deed Book 648, Page 618, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 60.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the Disabled American Veterans Chapter #7

property described in Deed Book 648, Page 618 to an existing 1/2" diameter rebar with plastic cap stamped "R. TOSH KYPLS 2900"(found);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract C

A certain portion of a 15 foot wide alley containing 0.0344 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at an existing 1/2" diameter rebar with plastic cap stamped "R. TOSH KYPLS 2900" (found) in the south line of the Larry Caldwell property described in Deed Book 1103, Page 642 and Deed Book 1259, Page 359, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 100.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 200.00 feet along the north line of a 15 foot wide alley and the south line of the Larry Caldwell property recorded in Plat Section "M", Page 913 to an existing 1/2" diameter rebar with plastic cap stamped "R. TOSH KYPLS 2900" (found);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 200.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The westernmost 80.00 feet of the above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the easement.

Tract D

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at an existing 1/2" diameter rebar with plastic cap stamped "R. TOSH KYPLS 2900" (found) at the southwest corner of the MDF Atlas Holdings, LLC property described in Deed Book 1265, Page 630, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 300.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the MDF Atlas Holdings, LLC property to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract E

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes-00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) at the southwest corner of the MDF Atlas Holdings, LLC property described in Deed Book 1258, Page 611, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 340.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the MDF Atlas Holdings, LLC property to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract F

A certain portion of a 15-foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the south line of the MDF Atlas Holdings, LLC property described in Deed Book 1258, Page 611, said point being located South 63 Degrees 07 Minutes 32 Seconds East for a distance of 380.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 150.00 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence from the point of beginning South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet along the north line of a 15 foot wide alley and the south line of the MDF Atlas Holdings, LLC property to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet crossing to the center of the alley to a rebar and cap (set);

Thence North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet along the centerline of the alley to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract G

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a Mag nail with washer stamped "2900" (set) in the centerline of a 15 foot wide alley, said point being located 20.00 feet east of the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a point, [and passing through a 1/2" diameter rebar with plastic cap stamped WITNESS PT. KYPLS 2900 (set) at 4.50 feet];

Thence along the north line of the Disabled American Veterans Chapter #7 property described in Deed Book 834, Page 306 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a Mag nail with washer stamped "2900" (set), said point being located 20.00 feet east of the centerline of D.A.V. Drive;

Thence along the east line of D.A.V. Drive North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract H

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 60.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Joan Bruyns property described in Deed Book 456, Page 232 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a point;

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet [and passing through a 1/2" diameter rebar with plastic cap stamped WITNESS PT. KYPLS 2900 (set) at 3.00 feet] to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract I

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 100.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Joan Bruyns property described in Deed Book 456, Page 232 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a point;

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract J

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 140.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Larry Caldwell property described in Deed Book 811, Page 600 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

The above described property is subject to an Ingress/Egress easement to serve the adjoining properties lying north and south of the closed alley right-of-way.

Tract K

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 180.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a point;

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Elva Brown property described in Deed Book 525, Page 366 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract L

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a point in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 220.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Elva Brown property described in Deed Book 525, Page 366 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract M

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 260.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Elva Brown property described in Deed Book 726, Page 426 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract N

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of

D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 300.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to a rebar and cap (set);

Thence along the north line of the Elva Brown property described in Deed Book 726, Page 426 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract O

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 340.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set);

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to an existing 1/2" diameter rebar with plastic cap stamped "DH Dummer PLS 1955" (found);

Thence along the north line of the George Etheridge Estate property described in Deed Book 221, Page 241 North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to a rebar and cap (set);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

Tract P

A certain portion of a 15 foot wide alley containing 0.0069 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on August 1, 2018 located east of D.A.V. Drive and between Brown Street and Murray Street in Paducah, McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 27 Degrees 44 Minutes 00 Seconds West along the centerline of U.S. Highway 62.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) in the centerline of a 15 foot wide alley, said point being South 63 degrees 07 Minutes 32 Seconds East for a distance of 380.00 feet from a point in the centerline of D.A.V. Drive, said centerline point be located 157.50 feet south of the centerline intersection of D.A.V. Drive and Brown Street;

Thence along the centerline of said alley South 63 Degrees 07 Minutes 32 Seconds East for a distance of 40.00 feet to a rebar and cap (set) at a common corner to the Toby and Stacey Haines property described in Deed Book 1357, Page 771 and Deed Book 1030, Page 20, recorded in Plat Section "K", Page 324;

Thence South 26 Degrees 52 Minutes 28 Seconds West for a distance of 7.50 feet to an existing 1/2" diameter rebar with plastic cap stamped "DH Dummer PLS 1955" (found);

Thence along the north line of the Toby and Stacey Haines property North 63 Degrees 07 Minutes 32 Seconds West for a distance of 40.00 feet to an existing 1/2" diameter rebar with plastic cap stamped "DH Dummer PLS 1955" (found);

Thence North 26 Degrees 52 Minutes 28 Seconds East for a distance of 7.50 feet to the point of beginning.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

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

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

SECTION 4. Any agreements between the parties that are affected by the closure of this alley shall be forwarded to the City Commission with this Resolution.


Cathy Crecelius Chairwoman

Adopted by the Paducah Planning Commission on August 20, 2018



CITY OF PADUCAH, KENTUCKY PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

Date: 19-Jul-18

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: 15' Alley lying east of D.A.V. Dr between Brown St & Murray Ave.

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:


Signature of Property Owner

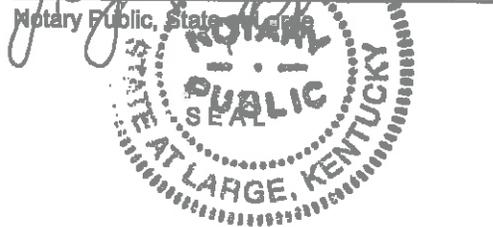
Larry Caldwell
Property Owner's Name Printed

1016 Brown St Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 20 day of July, 2018, by LARRY CALDWELL

My Commission expires November 19, 2019




Signature of Property Owner

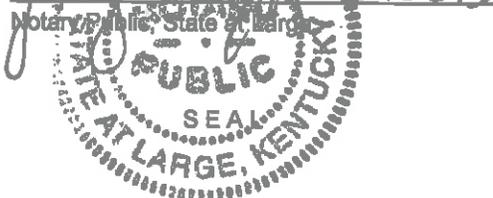
Eiva Brown
Property Owner's Name Printed

1131 Murray Ave Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 21 day of July, 2018, by EIVA BROWN

My Commission expires November 19, 2019



Joan Bruyns
Signature of Property Owner

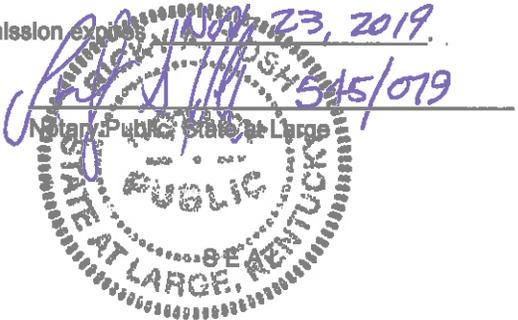
Joan Bruyns
Property Owner's Name Printed

1137 Murray Ave Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 1 day of August, 2018
by Joan Bruyns

My Commission expires NOV 23, 2019



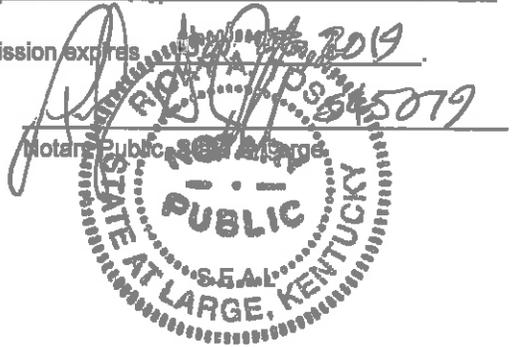
Mike Smith
Signature of Property Owner
MIKE SMITH, COMMANDER
Disabled American Veterans Chapter #7
Property Owner's Name Printed

1133 Murray Ave Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 25 day of July, 2018
by MIKE SMITH

My Commission expires NOV 23, 2019



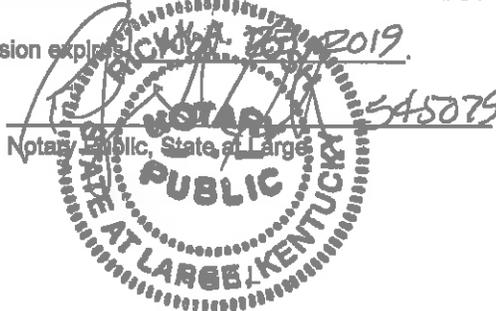
Mark Foglesong
Signature of Property Owner
MARK FOGLESONG
MDF Atlas Holdings, LLC
Property Owner's Name Printed

PO Box 610 Paducah, KY 42002
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 27 day of July, 2018
by MARK FOGLESONG

My Commission expires NOV 23, 2019



[Handwritten Signature]

Signature of Property Owner

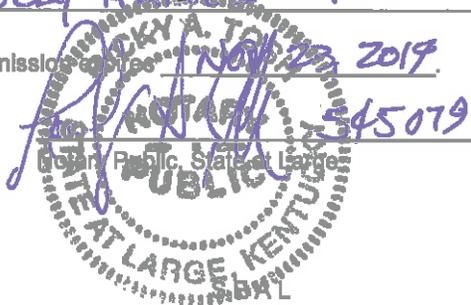
Tobby Haines
Property Owner's Name Printed

1907 Irvin Cobb Dr Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 31 day of July, 2018
by TOBBY HAINES

My Commission expires Nov 23 2019



[Handwritten Signature]

Signature of Property Owner

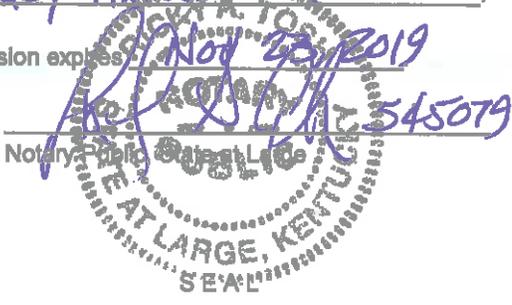
Stacy Haines
Property Owner's Name Printed

1907 Irvin Cobb Dr Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 31 day of July, 2018
by STACY HAINES

My Commission expires Nov 23 2019



Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by _____

My Commission expires _____

Notary Public, State at Large

SEAL



**CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE GUARANTEE**

Date: October 25, 2018

If all real property owners whose land adjoins the Public Right-of-Way proposed to be closed have not signed the Application and the Plat, then the following guarantee shall be executed by the Applicant and notarized:

The undersigned Applicant unconditionally Guarantees that I shall be personally liable for and shall promptly pay all damages, including attorney fees, that may be awarded pursuant to KRS 82.405 in any civil action for the closing of the Public Right-of-Way named herein.

Public Right-of-Way: 15' Alley lying east of D.A.V. Dr. between Brown St. & Murray Ave.

Larry Caldwell
Signature of Property Owner

Larry Caldwell
Property Owner's Name Printed

1016 Brown St Paducah, KY 42003
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this 25 day of October, 2018, by Larry Caldwell

My Commission expires Nov. 23, 2019

[Signature]
Notary Public, State at Large #545079

SEAL

