



**CITY COMMISSION MEETING
 AGENDA FOR NOVEMBER 27, 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

PRESENTATION Paducah Civic Beautification Board Annual Business Awards – Mary Hammond

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 November 13, 2018
		B. Brooks Stadium Commission - Appointment of Samuel Brooks Goode
		C. Personnel Actions
		D. Firehouse Subs Public Safety Foundation Grant Application
		E. Acceptance of FY18 State Homeland Security Grant Program award - B BARNHILL
		F. 2018 Area Development Fund Award - T TRACY
		G. Municipal Order for Change Order #1 for Flood Pump Station #2 Rehabilitation - R MURPHY
		H. Approval of Amendments to the Administrative Plan for the Section 8 / Housing Choice Voucher Program for KY137 - T TRACY
	II.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Transfer of Riverfront Property Pursuant to Current Survey - LISA EMMONS
		B. Closure of Alley between Brown Street and Murray Avenue - R MURPHY
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>

		A. Repeal Paducah Code of Ordinances Section 66-93- L PARISH
	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>

November 13, 2018

At a Regular Meeting of the Board of Commissioners, held on Tuesday, November 13, 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.

INTRODUCTION OF NEW POLICE OFFICERS

Police Chief Brandon Barnhill introduced new Paducah Police Officers Tyson Riley, Adam Brown & Derek Muscovalley to the City Commission.

SWEARING IN

New Police Officer Tyson Riley was sworn in by District Judge Todd Jones.

PROCLAMATION(S)

NATIONAL RETRIEVER COMPETITION DAY

Mayor Harless presented a proclamation to Mitch Patterson proclaiming November 13, 2018, as National Retriever Competition Day in Paducah.

NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH

Mayor Harless presented a proclamation to Heather Anderson proclaiming the month of November 2018, as National Hunger and Homelessness Awareness Month in Paducah.

UNESCO CREATIVE CITIES MONTH

Mayor Harless presented a proclamation proclaiming November 2018, as UNESCO Creative Cities Month.

PRESENTATION(S)

VETERANS DAY ESSAY CONTEST WINNERS

Sheryl Bendick presented the 2018 Veterans Day Essay Awards to local students. First place winners in each category were asked to read their essays. The winners are as follows:

Grades K – 2

1st Place	Bailey Downs	2nd grade	Heath Elementary
2nd Place	Bennett Seaton	2nd Grade	Clark School
3rd Place	Jake Davis	2nd Grade	Heath Elementary

Grades 3 – 5

1st Place	Lincoln Pope	5th Grade	Heath Elementary
2nd Place	Emma Howard	3rd Grade	Concord Elementary
3rd Place	Hunter Korte	5th Grade	St. Mary Elementary

Grades 6 – 8

1st Place	Russell Hancock	6th Grade	Paducah Middle School
2nd Place	Caroline Crice	7th Grade	Paducah Middle School
3rd Place	Elena Adkins	7th Grade	Paducah Middle School

November 13, 2018

Honorable Mention Ellie Farley 6th Grade Paducah Middle School

Grades 9 – 12

1st Place Kate Criner 11th Grade Paducah Tilghman H.S.
 2nd Place Grace Raber 12th Grade Paducah Tilghman H.S.
 3rd Place Andrew Katz 11th Grade Paducah Tilghman H.S.
 Honorable Mention Cole Wyatt 12th Grade Marshall County H.S.

COMPREHENSIVE STORMWATER MASTER PLAN PHASE II - STORMWATER UTILITY

Principal-In-Charge/Senior Planning Advisor John Lyons with Strand Associates gave an update on the progress for the Stormwater Master Plan Phase II. Phase I of the Comprehensive Stormwater Master Plan identified problem areas associated with flooding while Phase II of the plan involves the creation of a Stormwater Utility to fund flood mitigation projects in the identified priority areas. Residents are encouraged to attend a public meeting regarding the Comprehensive Stormwater Master Plan on Wednesday, November 14th at 5:00 p.m. at City Hall. A copy of the presentation can be located in the minute file.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. Commissioner Rhodes asked that item I(E) related to the purchase of eight new police pursuit rated SUV vehicles be removed from the Consent Agenda for separate discussion. The Mayor asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Minutes for the October 23, 2018, City Commission Meeting
I(B)	<p><u>Receive & File Documents</u></p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"> 1. Certificate of Liability Insurance – Brookshire Concrete Construction <p><u>Deed File:</u></p> <ol style="list-style-type: none"> 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) <p><u>Contract File:</u></p> <ol style="list-style-type: none"> 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) <p><u>Financials File:</u></p> <ol style="list-style-type: none"> 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 <p><u>Bids</u></p>

November 13, 2018

	<p>1. Eight Police-rated SUV's – Linwood Motors Glenn's Freedom Dodge Paducah Ford</p> <p><u>Proposals</u></p> <p>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)</p>
I(C)	Appointment of Christopher B. Jones to the Paducah Tree Advisory Board to replace Joshua Tabor whose term has expired. This term shall expire July 26, 2022.
I(D)	Personnel Actions
I(E)	<p>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</p> <p>REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION</p>
I(F)	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 (M.O. # 2180; BK 10)
I(G)	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 (M.O. # 2181; BK 10)
I(H)	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 (M.O. # 2182; BK 10)
I(I)	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 (M.O. # 2183; BK 10)

November 13, 2018

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).

MUNICIPAL ORDER

PURCHASE EIGHT NEW POLICE PURSUIT RATED SUV VEHICLES FOR THE POLICE DEPARTMENT

Mayor Harless offered motion, seconded by Commissioner Abraham that a Municipal Order entitled, "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 adopted.

After discussion, Mayor Harless offered motion, seconded by Commissioner Abraham, that the Municipal Order for the purchase of eight new Police pursuit rated SUV vehicles for the Police Department be postponed until the City Commission meeting on November 27, 2018.

Motion to postpone approved on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

ORDINANCE(S) – ADOPTION

NOBLE PARK PECK ADDITION DESIGN CONTRACT

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt 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.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD # 2018-11-8555; BK 35)

ORDINANCE(S) – INTRODUCTION

CLOSURE OF ALLEY BETWEEN BROWN STREET AND MURRAY AVENUE

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE PROVIDING FOR THE

November 13, 2018

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.” This ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of a 15 foot wide alley between Murray Avenue and Brown Street and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

COMMENTS

CITY MANAGER COMMENTS

City Manager Arndt asked Parks and Recreation Department Director Mark Thompson to come forward to present the award from the Kentucky Recreation & Park Society Outstanding Department Award to the Paducah Parks & Recreation Department.

City Manager Arndt thanked the IT Department and the Engineering-Public Works Department for their help in installing six televisions in the Commission Chambers.

The City Manager reported that the visit from delegates from Saint Joseph, Missouri, went well. They had the opportunity to visit several locations around Paducah.

BOARD OF COMMISSIONERS COMMENTS

Commissioner Abraham commented on the use of local school flags in the Veterans Day Parade.

EXECUTIVE SESSION

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

- Issues which might lead to the appointment, dismissal, or disciplining of an employee, as permitted by KRS 61.810(1)(f)

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

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

Meeting ended at approximately 7:45 p.m.

ADOPTED: November 27, 2018

Brandi Harless, Mayor

November 13, 2018

ATTEST:

Lindsay Parish, City Clerk

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 27, 2018**

NEW HIRE - FULL-TIME (FT)

<u>PLANNING</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Howell, Nelvin C.	Arts & Cultural Coordinator	\$19.23/Hr.	NCS	Exempt	December 6, 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>FINANCE</u>					
Oliver, Dylan M.	Revenue Technician \$16.50/Hr.	Accountant \$19.23/Hr.	NCS	Exempt	December 6, 2018
<u>PARKS SERVICES</u>					
Styers, James B.	Seasonal -Laborer \$9.00/Hr.	Full-Time Laborer \$14.16/Hr.	NCS	Non-Ex	November 8, 2018

TERMINATIONS - FULL-TIME (FT)

<u>POLICE ADMINISTRATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Barnhill, Brandon L.	Police Chief	Retirement	December 31, 2018
<u>EMERGENCY COMMUNICATION SRVCS</u>			
Dunigan, Zachary T.	Telecommunicator	Resignation	December 5, 2018

TERMINATIONS - PART-TIME (PT)/TEMPORARY/SEASONAL

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Marshall, Christopher E.	Laborer	Seasonal Employment	November 7, 2018
Reid, Wesley A.	Laborer	Seasonal Employment	November 7, 2018
Shaw, Austin C.	Laborer	Seasonal Employment	November 7, 2018
Willett, Thomas D.	Laborer	Seasonal Employment	November 7, 2018
Styers, James B.	Laborer	Seasonal Employment	November 8, 2018
Abemathy, Jordan K.	Recreation Leader	Seasonal Employment	November 13, 2018
Adams, Joseph R.	Recreation Leader	Seasonal Employment	November 13, 2018
Antip, Quinn	Recreation Leader Internship	Seasonal Employment	November 13, 2018
Bickerstaff, William	Coach	Seasonal Employment	November 13, 2018
Black, Kelly N.	Recreation Leader	Seasonal Employment	November 13, 2018
Blakemore, Kaitlin A.	Recreation Leader	Seasonal Employment	November 13, 2018
Bogard, Jason R.	Recreation Leader	Seasonal Employment	November 13, 2018
Byrd, Jesse P.	Recreation Leader	Seasonal Employment	November 13, 2018
Dix, Ben'Jamin A.	Coach	Seasonal Employment	November 13, 2018
Durham, Adam S.	Sports Official	Seasonal Employment	November 13, 2018
Hatton, Nick	Coach	Seasonal Employment	November 13, 2018
Hatton, Patrick B.	Recreation Leader	Seasonal Employment	November 13, 2018
Hobbs, Mary G.	Sports Official	Seasonal Employment	November 13, 2018
Hodge, Kennedy G.	Recreation Leader Internship	Seasonal Employment	November 13, 2018
Holtgrewe, Jacob S.	Sports Official	Seasonal Employment	November 13, 2018
Jernigan, Jaylen	Coach	Seasonal Employment	November 13, 2018
Jez, Elise N.	Recreation Leader	Seasonal Employment	November 13, 2018
Johnson, Malley C.	Recreation Leader	Seasonal Employment	November 13, 2018
Kinne, Kaitlyn E.	Recreation Leader	Seasonal Employment	November 13, 2018
Krone, Matthew D.	Recreation Leader	Seasonal Employment	November 13, 2018

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 27, 2018**

Lambert, Rianna F.	Recreation Leader	Seasonal Employment	November 13, 2018
McCollum, Emily G.	Pool Attendant	Seasonal Employment	November 13, 2018
Meier, Miranda A.	Pool Manager	Seasonal Employment	November 13, 2018
MoneyMaker, Melissa	Sports Official	Seasonal Employment	November 13, 2018
Neely, Campbell C.	Lifeguard	Seasonal Employment	November 13, 2018
Prather, Evan	Sports Official	Seasonal Employment	November 13, 2018
Scott, Amiyah	Pool Attendant	Seasonal Employment	November 13, 2018
Shannon, Lara R.	Recreation Leader	Seasonal Employment	November 13, 2018
Smiley, Lydia N.	Recreation Leader	Seasonal Employment	November 13, 2018
Treece, Savanah M.	Summer Camp Coordinator	Seasonal Employment	November 13, 2018
Viets, Michael	Sports Official	Seasonal Employment	November 13, 2018
Wolfe, John R.	Lifeguard	Seasonal Employment	November 13, 2018
Newberry, Peyton K.	Recreation Leader - Athletics	Seasonal Employment	December 6, 2018

Agenda Action Form Paducah City Commission

Meeting Date: November 27, 2018

Short Title: Firehouse Subs Public Safety Foundation Grant Application

Category: Municipal Order

Staff Work By: Greg Cherry, Melanie Townsend

Presentation By: Steve Kyle

Background Information:

Firehouse Subs Public Safety Foundation is dedicated to improving the life-saving capabilities and the lives of local heroes and their community by funding: Lifesaving equipment, prevention education, scholarships and continued education, support for members of the military, and disaster preparedness and disaster relief.

Applicants must be located within 60 miles of a Firehouse Subs restaurant and the grant requests must be between \$15,000 and \$25,000.

The Paducah Fire Department is seeking a grant from the Firehouse Subs grant program for purchase of public education and engagement equipment. The equipment includes an inflatable firehouse that can be used in the department's public education and community risk reduction initiatives. No match is required.

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

If yes, please list the Action Step Item Codes(s): P-10: Develop and implement a fire community risk reduction program.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the planning department to submit an online grant application through the Firehouse Subs Public Safety Foundation grant portal.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO APPLY FOR AN ONLINE GRANT THROUGH THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT PORTAL TO REQUEST \$15,000 FOR THE FIRE DEPARTMENT TO PURCHASE PUBLIC EDUCATION AND ENGAGEMENT EQUIPMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City hereby authorizes the Planning Department to apply for an online grant through the Firehouse Sub Public Safety Foundation grant portal for funding in the amount of \$15,000 for the Paducah Fire Department to purchase an inflatable firehouse to be used in the Fire Department's public education and community risk reduction initiatives. No local cash or in-kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners November 27, 2018
Recorded by Tammara S. Sanderson, City Clerk, November 27, 2018
\\mo\grants\app-firehouse subs public safety foundation grant 11-2018

Agenda Action Form

Paducah City Commission

Meeting Date: November 27, 2018

Short Title: Acceptance of FY18 State Homeland Security Grant Program award - **B BARNHILL**

Category: Municipal Order

Staff Work By: Joseph Hayes, Melanie Townsend

Presentation By: Brandon Barnhill

Background Information: The Kentucky Office of Homeland Security (KOHS) grant program, funded by the U.S. Department of Homeland Security, provides funding to purchase first-responder equipment, communications, cyber security and critical infrastructure protection. The Paducah Police Department applied for funding for IED/EOD protective ensembles (bomb suits) in May. The application was approved by Municipal Order 2094 on April 24, 2018.

The Paducah Police Department's award amount is \$63,500 and there is no match requirement. A grant contract has been issued by KOHS and requires the City Commission approval for the mayor to execute the grant agreement and related documents.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant documents for acceptance of the award.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR A FY18 STATE HOMELAND SECURITY GRANT IN THE AMOUNT OF \$63,500 FOR THE PURCHASE OF BOMB SUITS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a FY18 State Homeland Security Grant through the Kentucky Office of Homeland Security, adopted by Municipal Order No. 2094 on April 24, 2018, to be used for the purchase of bomb suits for the Paducah Police Department; and

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

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$63,500.00 through the Kentucky Office of Homeland Security for a FY18 State Homeland Security Grant for the purchase of IED/EOD Protective Ensembles (bomb suits) for the Paducah Police Department and authorizes the Mayor to execute the Grant Agreement and all related documents. No local or in kind match is required.

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 27, 2018
Recorded by Lindsay Parish, City Clerk November 27, 2018
MO\grants\award – KOHS Bomb Suits Police Dept 2018

Agenda Action Form

Paducah City Commission

Meeting Date: November 27, 2018

Short Title: 2018 Area Development Fund Award - T TRACY

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Tammara Tracy

Background Information:

The Area Development Fund (ADF) is a state-funded program which provides financial support for capital projects. Activities that can be funded with ADF dollars include: construction, reconstruction, renovation, and maintenance of buildings and other improvements to real estate; acquisition of real property; major equipment purchases; and industrial site development. These funds are distributed through Area Development Districts. Municipalities may request reimbursement for prior expenses incurred up to five (5) years previous.

The City of Paducah is authorized to receive \$4,143.64 through the ADF. The funding will be used to reimburse expenses for computer equipment for Information Technology. The total expenses are \$4,801.34 with \$4,143.64 of ADF funding and \$657.70 of local funding.

In order to receive the funding, the City must approve the application for funding, the Statement of Assurances, and the authorization to receive funding.

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

If yes, please list the Action Step Item Codes(s): I-9 improve and construct internet WiFi in public places - This server adds needed capacity to allow Wi-Fi particularly in City Hall

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the mayor to sign all necessary documents related to the application for and acceptance of Area Development Funding.

Attachments:

1. Municipal Order
2. Paducah ADF Application 2018
3. Dell Server check_invoice_ADF
4. ADF Assurances Paducah 2018

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A 2018 AREA DEVELOPMENT FUND AWARD THROUGH THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT FOR REIMBURSEMENT FOR COMPUTER EQUIPMENT FOR THE INFORMATION TECHNOLOGY DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an application for a 2018 Development Fund Award through the Kentucky Department for Local Government for reimbursement for computer equipment for the Information Technology Department and authorizes the Mayor to execute all documents related to same.

SECTION 2. That the City of Paducah hereby accepts 2018 Development Fund Award funds in the amount of \$4,143.64 through the Kentucky Department for Local Government for reimbursement for computer equipment for the Information Technology Department and authorizes the Mayor to execute all documents related to same.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 27, 2018
Recorded by Lindsay Parish, City Clerk, November 27, 2018
mo\grants\app & award – 2018 Area Development Fund IT Equipment

Area Development Fund - Application
Kentucky Department for Local Government

Project Information

Project Title: City of Paducah Office Equipment

Total Amount Requested: _____ Total Project Cost: \$4,143.64

County: McCracken ADD: Purchase

Type of Project (ex: construction, purchase of equipment, etc.): _____

Equipment

Start Date: 04/01/18 End Date: _____

Grantee Information

Legal Applicant/Funding Recipient: City of Paducah

Mailing Address: 300 S 5th Street, PO Box 2267

City, State, Zip: Paducah, Kentucky 42002-2267

Email: bharless@paducahky.gov Phone: 270-444-8504

Official's Name/Title: Brandi Harless, Mayor

Project Contact

ADD Contact Person: Mark Davis

Mailing Address: PO Box 588

City, State, Zip: Mayfield, Kentucky 42066

Email: mark.davis@purchaseadd.org Phone: 270-251-6126

Detailed Scope of Work

Provide a description of the project detailing all relevant project information, including but not limited to, the proposed project activities, a justification for project funding, any needs to be addressed by the project expected results and public benefit to be derived from the project. Additional pages may be added if needed.

The City of Paducah is requesting Area Development Funds in the amount of \$4,143.64 to assist with the purchase of office equipment.

ADF Application

Page Two

Project Funds

List project funds that will be used for project completion.

Funding Source	Status	Amount
ADF	\$4,143.64	
Local	\$657.70	
Total	\$4,801.34	

Signature

Please attach the following and sign to certify that all information is complete and correct.

- Statement of Assurances
- Detailed Cost Estimates
- Public Bid Documentation (required if **TOTAL** project cost is over \$20,000, not just ADF portion)
- ADD Board Minutes Approving Project

To the best of my knowledge and belief, the information in this application is true and correct.

I am aware that the proposed project may be removed from further consideration should it be determined that there are significant discrepancies in the information provided, and/or false, inaccurate or incomplete information has been given.

Signature: _____ Date: _____

Kentucky Department for Local Government

1024 Capital Center Drive, Suite 340 · Frankfort, KY 40601

Phone: 502-573-2382 · Toll Free: 800-346-5606 · Fax: 502-573-0175 · www.kydlgweb.ky.gov

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Back

DO NOT ACCEPT CHECKS THIS SIZE IN PAYMENT WITH A CHECK DEPOSIT CARD, CONTINUE & VOID PAYMENTS, REDEPOSITING CHECK AND BACK, OR PRESS AND HOLD/RECALL ON THE ATM/POSSIBLE BANK

	City of Paducah PO Box 2307 Paducah, KY 42002-2307	INDEPENDENCE BANK PADUCAH, KY 73-276/839	Vendor Number 1230	Check Date 03/18/2018	Check Number 254060
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VOID 365 DAYS FROM DATE OF ISSUE

\$6,014.61

Six Thousand Fourteen Dollars and 61 Cents

Pay To the Order Of **DELL MARKETING L.P.**
C/O DELL USA
P.O. BOX 822818
CHICAGO, IL 60680-2818

Amelia Baker
Assistant Treasurer
MP
Arthur McMillan
Assistant Treasurer
MP

⑆00254060⑆ ⑆083902756⑆ 2072610⑆

DO NOT WRITE, SIGN OR STAMP BEYOND THIS LINE
MICROFILM RECORDS AVAILABLE FOR THE FOLLOWING BANKS

ENDORSE HERE

25180000
⑆01000000⑆
P.O. BOX
ASP. 99 00, PALMER
ALB. OF 99, 999.
⑆01000000⑆

Print this page

Back



Member FDIC
©2011 Independence Bank

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/07/2018	10228628221	CUSTOMER #100603280; WAYBILL #739668404498 PO #: 20183352 - E911	\$1,213.27
03/14/2018	10229949176	Dell Server PO #: 20183414 - INFORMATION TECHNOLOGY	\$4,801.34

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1230	DELL MARKETING L.P.	254060	03/16/2018	\$6,014.61



City of Paducah
 PO Box 2307
 Paducah, KY 42002-2307

Vendor Number	Check Date	Check Number
1230	03/16/2018	254060

\$6,014.61

Six Thousand Fourteen Dollars and 61 Cents

Pay **DELL MARKETING L.P.**
 To the **C/O DELL USA**
 Order Of **P.O. BOX 802816**
CHICAGO, IL 60680-2816

FILE COPY
NON-NEGOTIABLE



DELL MARKETING L.P
One Dell Way
Round Rock, TX 78682

FID Number 74-2618805
For Sales: (800)274-1550
Customer Service: (800)274-1550
Technical Support: (800)274-1550
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

CITY OF PADUCAH
ACCOUNTS PAYABLE
PO BOX 2307
PADUCAH, KY 42002-2307

SHIP TO:

CITY OF PADUCAH
RECEIVING DEPT
INFO SYSTEMS
500 CLARK ST
PADUCAH, KY 42003-1710

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10229949176	Customer No: 108107699	Order No: 342606059	Page 1 of 2
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Purchase Order: 20183414	Contract Number: 99AGZ
Payment Terms: Due 30 days from the invoice date	Waybill Number: 342606059
Due Date: 04/13/2018	Order Date: 03/07/2018
Invoice Date: 03/14/2018	Sales Rep: BRAD_MARTIN
Customer Agreement No: MHEG-07012015	Shipped Via:

Item Number	Description	Qty	Unit	Unit Price	Amount
210-ACXS	PowerEdge R630 Server System Service Tags:7Q499N2	1	EA	4,801.34	4,801.34
329-BCZ	PowerEdge R630 Motherboard MLK	1	EA		
461-AADZ	No Trusted Platform Module	1	EA		
321-BBKL	Chassis with up to 8, 2.5" Hard Drives, 3 PCIe Slots	1	EA		
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	1	EA		
338-BJDL	Intel Xeon E5-2640 v4 2.4GHz.25M Cache.5.0GT/s QPI Turbo,HT 10C/20T (90W) Max Mem 2133MHz	1	EA		

FOR SHIPMENTS TO CALIFORNIA A STATE ENVIRONMENTAL FEE OF UP TO \$7 PER ITEM WILL BE ADDED TO THE INVOICE. PLEASE KEEP THIS INFORMATION AVAILABLE TO ANSWER A VENDOR'S REQUEST FOR INFORMATION.
INVOICE NUMBER: 10229949176
CUSTOMER NUMBER: 108107699
ORDER NUMBER: 342606059
INVOICE DATE: 03/14/2018
PAGE: 1 OF 2
FP1 DOC3581851
PC# 20183414

USD	
Sub-Total:	\$ 4,801.34
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	\$ 0.00
Non-Taxable:	\$ 4,801.34
Tax:	\$ 0.00
Invoice Total:	\$ 4,801.34



DETACH AT LINE AND RETURN WITH PAYMENT
Invoice No. 10229949176
Customer Name: CITY OF PADUCAH
Customer No: 108107699
PO No. 20183414
Order Number 342606059

Make check payable / remit to :

Dell Marketing L.P.
c/o Dell USA L.P.
PO Box 802816
Chicago, IL 60680-2816

USD	
Sub-Total:	\$ 4,801.34
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	\$ 0.00
Non-Taxable:	\$ 4,801.34
Tax:	\$ 0.00
Invoice Total:	\$ 4,801.34
Balance Due:	\$ 4,801.34
Amount Enclosed:	

0102299491760000000460134000001061076999



DELL MARKETING L.P
One Dell Way
Round Rock, TX 78682

FID Number 74-2616805
For Sales (800)274-1550
Customer Service (800)274-1550
Technical Support: (800)274-1550
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

CITY OF PADUCAH
ACCOUNTS PAYABLE
PO BOX 2307
PADUCAH, KY 42002-2307

SHIP TO:

CITY OF PADUCAH
RECEIVING DEPT
INFO SYSTEMS
500 CLARK ST
PADUCAH, KY 42003-1710

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10229949176	Customer No: 108107699	Order No: 342606059	Page 2 of 2
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Purchase Order: 20183414	Contract Number: 99AGZ
Payment Terms: Due 30 days from the invoice date	Waybill Number: 342608089
Due Date: 04/13/2018	Order Date: 03/07/2018
Invoice Date: 03/14/2018	Sales Rep: BRAD_MARTIN
Customer Agreement No: MHEC-07012015	Shipped Via:

Item Number	Description	Qty	Unit	Unit Price	Amount
338-BJDN	Intel Xeon E5-2640 v4 2.4GHz,25M Cache 8 QGT/s QPI,Turbo,HT,10C/20T (90W) Max Mem 2133MHz	1	EA		
370-ABWE	DIMM Blanks for System with 2 Processors	1	EA		
412-AAEE	120W Heatsink for PowerEdge R630	2	EA		
370-ACPH	2400MT/s RDIMMs	1	EA		
370-AAIP	Performance Optimized	1	EA		
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	2	EA		
780-BBJC	No RAID for HBA330/H330/H730P (1-24 HDDs or SSDs)	1	EA		
405-AAEF	PERC H330 RAID Controller, MiniCard	1	EA		
400-AJON	1 2TB 10K RPM SAS 2 5in Hot-plug Hard Drive	1	EA		
385-BBHN	iDRAC8 Express integrated Dell Remote Access Controller, Express	1	EA		
429-AAQN	No Optical Drive Internal for 6 HD Chassis	1	EA		
770-BB8C	ReadyRails Sliding Rails Without Cable Management Arm	1	EA		
350-BBBW	No Bezel	1	EA		
750-AABF	Power Saving Dell Active Power Controller	1	EA		
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	EA		
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	EA		
631-AA6K	No System Documentation, No OpenManage DVD Kit	1	EA		
634-BILL	Windows Server 2016 Standard, 16CORE, Factory Installed, No Media, NO CAL	1	EA		
634-BILD	Windows Server 2016 Standard, 16CORE Media Kit	1	EA		
634-BILK	MS2016 Standard Edition, Additional License, 2 CORE, NO MEDIA/KEY	2	EA		
600-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	EA		
332-1286	US Order	1	EA		
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1	EA		
976-7671	Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 3 Year	1	EA		
976-7726	Dell Hardware Limited Warranty Plus On Site Service	1	EA		
996-9029	Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed	1	EA		
900-9997	On-Site Installation Declined	1	EA		
973-2426	Declined Remote Consulting Service	1	EA		

STATEMENT OF ASSURANCES
AREA DEVELOPMENT FUND

Name of Project:	City of Paducah office equipment
Name of Property Owner:	City of Paducah, 300 South 5th, Paducah, Kentucky 42003
Designated Beneficiary Agency:	City of Paducah through Purchase Area Development District
Statement of Nature of Project:	The City of Paducah is requesting Area Development Funds to purchase office equipment

The designated beneficiary agency of the above capital project hereby executes the following assurances to the Commonwealth of Kentucky concerning the property described below which is the subject of the capital project:

Description of Property: (Legal description of Property owned by deed or lease; specifications on equipment projects; and boundary description of utility line projects.)

Dell Server with Intel Xeon Processor

Source of Title: (Include book and page number of deed.) N/A

- 1 All property required for the capital project or acquired by or through the capital project will be used for public purposes for the life of the property.
- 2 No encumbrance of any kind will be placed on the capital project during the life of the project if the project is financed in full with Area Development Funds, unless the project is for industrial development purposes.

3 The beneficiary agency shall:

- (a) Cause work on the project to commence within a reasonable time after receipt of approval notification.
- (b) Notify the Department for Local Government of any delay in completing the project.
- (c) Submit a Project Completion Report with appropriate support documents to the Department for Local Government through the Area Development District within a reasonable time after completion of the project.
- (d) Keep and Maintain complete and accurate records of accounts of all expenditures of the grant monies which shall be subject to audit by the Commonwealth for a period of five (5) years after completion of the project; and
- (e) Return promptly any grant monies not required after all costs of the capital project have been paid by the beneficiary agency. Funds shall be returned by check payable to the State Treasurer.

It is understood that the truth of these assurances are essential conditions to the approval of the project by the Department for Local Government and the expenditures of public money from the fund and that the Commissioner is relying thereon in the approval and implementation of the project, and that these assurances are subject to the provisions of KRS 523.100.

IN WITNESS WHEREOF, above assurances are executed by the City of Paducah
(beneficiary agency)

This the _____ day of _____, _____

Mayor Brandi Harless
Chief Officer

COMMONWEALTH OF KENTUCKY
County of McCracken

The undersigned County Clerk in and for the Commonwealth of Kentucky and County aforesaid, hereby certifies that the foregoing Statement of Assurances was this day lodged in my office to be, and has been, recorded in Book _____ page _____.

This is the _____ day of _____, _____

County Clerk

This document prepared by:
Mark Davis
Purchase Area Development District
P. O. Box 588, Mayfield, Kentucky 42066

Agenda Action Form

Paducah City Commission

Meeting Date: November 27, 2018

Short Title: Municipal Order for Change Order #1 for Flood Pump Station #2 Rehabilitation - **R MURPHY**

Category: Municipal Order

Staff Work By: Maegan Mansfield

Presentation By: Rick Murphy

Background Information: As a part of the Flood Pump Station #2 Rehabilitation project, a change in construction means and methods resulted in a credit to reduce the original contract by \$25,000. The basis of the credit was a change in removal techniques of pumps 4, 5, and 6 through the ceiling skylights instead of dismantling pumps in parts to remove them via a double door entry way. Removal of pumps through skylights was not originally specified in contract documents, therefore the original schedule and costs at the time of project bidding included items associated with partial disassembly. The approval of this change by the Engineer of Record and the City of Paducah resulted in significant schedule and cost savings.

The original contract price was \$4,947,000 and the resulting contract amount will be \$4,922,000 after change order approval.

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 accept and to execute Change Order #1, which reduces Huffman Construction's contract by \$25,000 for the Flood Pump Station #2 Rehabilitation Project. The approval of Change Order #1 will decrease their contract amount to \$4,922,000.

Attachments:

1. Municipal Order
2. FPS2 CO #1
3. ORD 2018-4-8523 Pump Station 2 Huffman

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING CHANGE ORDER NO. 1 WITH HUFFMAN CONSTRUCTION, LLC, FOR A CONTRACT REDUCTION IN THE AMOUNT OF \$25,000 FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER

WHEREAS, the City approved Ordinance No. 2018-4-8523 on April 10, 2018, to enter into a contract with Huffman Construction, LLC, in the amount of \$4,947,000 for the Floodwall Pump Station #2 Rehabilitation Project; and

WHEREAS, a change in removal techniques implemented for pumps 4,5, and 6, has resulted in a decrease to the total price of the contract; and

WHEREAS, the City of Paducah now desires to approve Change Order No. 1 to decrease the contract with Huffman Construction, LLC, by \$25,000.

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

SECTION 1. The City hereby approves Change Order No. 1 with Huffman Construction, LLC, for a price decrease in the amount of \$25,000 for the City of Paducah's Floodwall Pump Station Rehabilitation Project, henceforth reducing the total contract amount to \$4,922,000.

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

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 27, 2018
Recorded by Lindsay Parish, City Clerk, November 27, 2018
\\mo\chgord 1-Floodwall Pump Station 2 Rehab - Huffman

Date of Issuance: 08/29/18	Effective Date:
Owner: City of Paducah	Owner's Contract No.: CDBG No. 17-020
Contractor: Huffman Construction, LLC	Contractor's Project No.: 735
Engineer: HDR Engineering, Inc.	Engineer's Project No.: 10032833
Project: Flood Pump Station #2 Rehabilitation	Contract Name: Paducah PS #2 Rehab

The Contract is modified as follows upon execution of this Change Order:

Description: To remove pumps 4, 5, and 6 in one piece in lieu of breaking them down and removing in sections. This method requires removing and replacing the concrete beam in the peak of the skylights at no additional cost to the owner.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 4,947,000.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ 730 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ N/A days
Contract Price prior to this Change Order: \$ 4,947,000.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ 730 days or dates
[Increase] [Decrease] of this Change Order: \$ 25,000.00	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ -0- days or dates
Contract Price incorporating this Change Order: \$ 4,922,000.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ 730 days or dates

By: <u>[Signature]</u> Title: <u>Project Engineer/Manager</u> Date: <u>11/9/18</u>	RECOMMENDED: By: _____ Title: _____ Date: _____	By: <u>[Signature]</u> Title: <u>President</u> Date: <u>08/29/18</u>	ACCEPTED: By: _____ Title: _____ Date: _____
	Engineer (if required)	Contractor (Authorized Signature)	Owner (Authorized Signature)

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

ORDINANCE NO. 2018- 4-8523

ADOPTED

AN ORDINANCE ACCEPTING THE BID OF HUFFMAN CONSTRUCTION, LLC, FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, the City requested sealed competitive bids for the Floodwall Pump Station No. 2 Rehabilitation which is a component of the larger Floodwall Rehabilitation Project, currently in progress; and

WHEREAS, the bid of Huffman Construction, LLC, a Kentucky limited liability Company, dated February 23, 2018, in the amount of \$4,947,000.00 for the Floodwall Pump Station No. 2 Rehabilitation is in substantial compliance with the bid specifications; and

WHEREAS, Design Engineer of Record, HDR Engineering, and City staff are recommending that the bid be awarded and the contract be entered into with Huffman Construction, LLC.

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

SECTION 1. That the City of Paducah accepts the bid of Huffman Construction, LLC, in the amount of \$4,947,000.00, for construction services for the Floodwall Pump Station No. 2 Rehabilitation, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Huffman Construction, LLC, dated February 23, 2018.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Huffman Construction for the Floodwall Pump Station No. 2 Rehabilitation, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid and authorizing the Mayor to execute all other documents associated with the contract.

SECTION 3. This expenditure shall be charged to project account FW0014.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 27, 2018

Adopted by the Board of Commissioners, April 10, 2018

Recorded by Tammara S. Sanderson, City Clerk, April 10, 2018

Published by The Paducah Sun,

\ord\eng\bid-Floodwall Pump Station #2 Rehab Construction – Huffman

Agenda Action Form Paducah City Commission

Meeting Date: November 27, 2018

Short Title: Approval of Amendments to the Administrative Plan for the Section 8 / Housing Choice Voucher Program for KY137 - **T TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy

Presentation By: Tammara Tracy

Background Information:

As authorized by MO#2183, the Housing Choice Voucher program, also known as Section8, will be administered and managed by Housing Authority of Paducah in 2019. This necessitates some changes to the Administrative Plan which outlines how the HCV Section 8 office functions. Specifically, the changes relate to Part VII. #2 Program Management section of the Admin Plan that outline the management and staffing of the agency.

Additionally, the U.S. Housing & Urban Development (HUD) issued a PIH Notice that that necessitates a change to the Admin Plan regarding how the agency will handle fluctuations in the Fair Market Rate and its impact on the housing assistance payment (Part IV, #5 Payment Standard and FMR). The Notice provides three options and indicates that the option used must be in the Admin Plan. Paducah HCV Section 8 office will operate using the “Hold harmless — no reduction in subsidy” option.

No funds are required with this action.

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

If yes, please list the Action Step Item Codes(s): N-4 Encourage, incentivize and/or support more housing options

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. Municipal Order
2. AMEND IV-5 Admin Plan HCV program
3. AMEND VII-2 Admin Plan HCV program

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2018 HOUSING CHOICE VOUCHER PROGRAM

WHEREAS, the City of Paducah adopted the Administrative Plan for 2018 Housing Choice Voucher Program by Municipal Order No. 2092 on April 24, 2018; and

WHEREAS, the City of Paducah adopted Municipal Order No. 2183 on November 13, 2018, to authorize a Program Management Agreement with Housing Authority of Paducah for Management of the Housing Choice Voucher Program which necessitates a change to the Administrative Plan regarding program management; and

WHEREAS, the U.S. Housing & Urban Development Authority issued a PIH Notice that necessitates a change to the Administrative Plan regarding how the agency will handle fluctuations in the Fair Market Rate and its impact on the housing assistance payment; and

WHEREAS, it is now necessary to amend the Administrative Plan for 2018 Housing Choice Voucher Program to reflect both the program management changes and the PIH Notice changes.

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

SECTION 1. The City Commission hereby approves an amendment to the Administrative Plan for 2018 Housing Choice Voucher Program Part IV, #5 Payment Standard and FMR and Part VII, #2 Program Management in substantially the form attached hereto **Exhibit A** and made part hereof .

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, November 27, 2018
Recorded by Lindsay Parish, City Clerk, November 27, 2018
\MO\sec8 – amend annual plan & utility allowance 2018

Exhibit A

5. Payment Standard and FMR

The applicable Payment Standard (PS) for the HCV program shall be established at the HUD published Fair Market Rent (FMR). Payment Standards shall be reviewed each year in order to determine if the established levels are appropriate to meet the needs of participants based on rent burdens and success rates of assisted families.

If there is a decrease in the payment standard amount during the HAP contract term, the Paducah Section 8 office will continue to use the lower payment standard to calculate the family's HAP beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard.³

6. Contract Rent Adjustments

Under the Voucher Program, the owner must not increase the rent during the first year of the lease. In order to increase the rental rate, the owner must give the family and the Paducah Section 8 Housing office written notice at least 60-days before the implementation of the rent increase. The notice must state the new amount and the date the new rental amount is due. Such increases must meet the Rent Reasonableness standard.

7. Utility Allowances

The utility allowance schedule for the Section 8 Program will be reviewed yearly and adjusted accordingly to insure participant affordability. The utility allowance calculation will be based on the size of the families' Housing Choice Voucher issued, not the actual size of unit unless the actual unit size is less.

8. Portability - Voucher Program

Under the voucher program, the participants are entitled to portability of their voucher. Portability will be addressed as follows:

- A. Paducah Section 8 Housing office requires minimum notice of 30 days prior of the tenant's intended vacancy to transfer their certification.
- B. All information concerning the receiving agency must be provided by the participant.
- C. All efforts will be made to exchange certification with the receiving agency.
- D. If the participant is leased they must fulfill a minimum 12 month lease period and cannot port if in violation of present lease. Accommodations may be made for participants in Supported Programs or HUD-VASH, in consultation with program partners and the landlord.
- E. If adequate funds are not available, the PHA will deny portability moves if the receiving PHA's payment standard is greater than the local payment standard and the PHA refuses to absorb the transfer.

* * * * *

³ NOTICE PIH 2018-01 (HA) issued January 17, 2018

Part VII. ADMINISTRATION & EVALUATION

1. Responsibilities of the Paducah Section 8 Housing office

- ❖ Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
- ❖ Public invitation of owners to make dwelling units available for leasing by eligible families and development of working relationships and contracts with landlords and appropriate associations and groups.
- ❖ Receipt and review of applications for vouchers, verification of family income, and other factors relating to eligibility and amount of assistance and maintenance of a waiting list.
- ❖ Issuance of vouchers.
- ❖ Notification of families determined to be ineligible.
- ❖ Provision of each voucher holder of basic information on applicable Housing Quality Standards and inspection procedures, search for and selection of housing, owner and tenant responsibilities, and basic rules.
- ❖ Determination of the amount of the total tenant payment and tenant rent.
- ❖ Determination of the amounts of housing assistance payments.
- ❖ Explanation of program procedures to owners, including those who have been approached by voucher holders.
- ❖ Review of and action on requests for lease approval, including monitoring to assure that the limitations on use of Section 8 Housing Assistance in subsidize projects are observed.
- ❖ Making of housing assistance payments.
- ❖ Provision of housing information to assisted families and referral of such families to appropriate social service agencies upon request.
- ❖ Re-examination of family income, composition, and extent of exceptional medical or other unusual expenses, and redetermination, appropriate, of the amount of gross family contributions and amount of housing assistance payment in accordance with HUD established schedules and criteria.
- ❖ Adjustment of the amount of tenant rent, utility reimbursement and housing assistance payment as a result of an adjustment by the PHA of any applicable utility allowance.
- ❖ Inspection prior to leasing and inspection; inspections at least annually determine that the units are maintained in decent, safe, and sanitary condition, and notification to owners and families of PHA determinations.
- ❖ Administration and enforcement of contracts with owners and taking appropriate actions in case of noncompliance or default.
- ❖ Compliance by the Paducah Section 8 Housing office with equal opportunity requirements, including efforts to provide composition, increase or decreases in medical (elderly) or child care expenses, increases or decreases in family income during each contract year as they occur.

2. Program Management

Location – Effective January 1, 2019, the Paducah Section 8 Housing office will be relocated to offices at 2330 Ohio Street, which is the same complex as the Housing Authority of Paducah.

The Housing Authority of Paducah 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. Housing Authority of Paducah shall ensure that all required documentation and reporting to the HUD are completed accurately and in a

timely manner, including the Annual Administrative Plan and the 5-Year Administrative Plan as required by HUD.

Housing Authority of Paducah's website will provide a webpage about the HCV program. However, the website information about HCV program will be maintained for 2 years on the city's website: <http://www.paducahky.gov/section-8-housing-assistance>

A new phone number will be established. However, to ensure a seamless transition for customers and clients, current phone service (270-444-8542) will be forwarded to the new phone number for 2 years.

Staffing

Program Administrator - The Executive Director of the Housing Authority of Paducah will be the Program Administrator responsible for the general oversight of the HCV Section 8 programs.

Housing Coordinator – Supervises Housing Specialist(s) and Inspector(s) and is responsible for:

- Special programs (HUD-VASH and Scholar House including briefing of participants);
- Portability requests and processing;
- Ensuring the briefing of participants is thorough and complete;
- SEMAP requirements;
- Administrative Plan amendments, approvals and compliance (annual & 5-year);
- Homeownership and FSS programs including promotion, bank relationship, applications;
- FMR and Utility Rate updates;
- HUD reporting;
- Fraud Investigations;
- Hearings as requested;
- Various reports and duties as directed by the Program Administrator.

Housing Specialist I/II- Responsible for:

- Processing applications;
- Certifications & recertifications of income & family composition, including use of EIV system;
- Issuing vouchers;
- Processing, calculating of assistance payment (rent & utilities), and printing check payments;
- Processing move ins and outs, and transfers;
- Preparing voucher utilization report for Coordinator;
- Preparing and issuing various determination letters (No response, Income, Inspection failure, Final Inspection failure, Reimbursement, Withdrawal, etc.);
- Maintaining tenant and landlord database;
- Prepare for audits and purging of files;
- Maintaining current forms and office supplies;
- Various reports and duties as directed by the Coordinator.

Inspector - HQS inspections are to be performed by a Housing Specialist, if trained in the HUD HQS standards; or under contract with an appropriately trained private inspector; or the Program Administrator. Inspector is responsible for:

- Verifying address location;

- Inspecting units and approving only those units that meet HUD HQS standards and local property maintenance codes;
- Explaining any deficiencies of a unit to the landlord and tenant;
- Completing inspection reports;
- Various reports and duties as directed by the Coordinator.

Board of Directors – Composition of the Board includes the Mayor of the City of Paducah as the Chair of the Board, three tenant members, and three at large members.

3. Outreach

It shall be the policy of the Paducah Section 8 Housing office to aggressively promote the Section 8 Housing Choice Voucher, Family Self-Sufficiency (FSS) and Homeownership Option through public service announcements, brochures, local radio and advertising in the local daily and weekly newspapers. In addition, all public service agencies in the Paducah area will receive information circulars describing these programs and who may receive benefits. Informational materials will be circulated among local Realtors, private rental property owners, and rental property managers for the purpose of soliciting participation. If additional listings are needed, staff members may go into the community meet one-on-one with citizens or groups for the purpose of outreach.

The Paducah Section 8 office will actively promote the availability of housing assistance to eligible applicants by contact with local media, brochures, and community organizations. In order to target the "least likely to apply" applicants, the Paducah Section 8 office will provide flyers and brochures to be distributed through places of employment, union offices, neighborhood groups, churches, and commercial establishments if there is a need for outreach demonstrated by our application pool.

4. Briefing Families, Issuing Housing Choice Vouchers

- A. This PHA will provide brochures to each family, however, we believe it will be necessary to give individual instructions (small groups when possible), in order that the program may be properly explained. The staff will be available to discuss housing search problems during the introductory search period.
- B. Briefing documents to be included in each participant packet are as follows:

HOUSING CHOICE VOUCHER PACKET

- Housing Voucher Utility Allowance
- Request for Lease Approval
- Required and Prohibited Lease Provisions
- Lead Based Paint Information
- Fair Housing Information and Complaint Form
- Housing Assistance Payment Information
- Informal Hearing Information
- HQS Information
- Federal Privacy Act Statement
- Statement of Family Responsibilities
- Security Deposit Information
- A Guide to Housing Vouchers
- Housing Voucher
- EIV Applicant/Participant Information

5. Administrative Fee Reserve Expenditures

All expenditures from the administrative reserve of the Section 8 programs shall be housing related and shall be approved by the City of Paducah Board of Commissioners.

5. Payment Standard and FMR

The applicable Payment Standard (PS) for the HCV program shall be established at the HUD published Fair Market Rent (FMR). Payment Standards shall be reviewed each year in order to determine if the established levels are appropriate to meet the needs of participants based on rent burdens and success rates of assisted families.

If there is a decrease in the payment standard amount during the HAP contract term, the Paducah Section 8 office will continue to use the lower payment standard to calculate the family's HAP beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard.³

6. Contract Rent Adjustments

Under the Voucher Program, the owner must not increase the rent during the first year of the lease. In order to increase the rental rate, the owner must give the family and the Paducah Section 8 Housing office written notice at least 60-days before the implementation of the rent increase. The notice must state the new amount and the date the new rental amount is due. Such increases must meet the Rent Reasonableness standard.

7. Utility Allowances

The utility allowance schedule for the Section 8 Program will be reviewed yearly and adjusted accordingly to insure participant affordability. The utility allowance calculation will be based on the size of the families' Housing Choice Voucher issued, not the actual size of unit unless the actual unit size is less.

8. Portability - Voucher Program

Under the voucher program, the participants are entitled to portability of their voucher. Portability will be addressed as follows:

- A. Paducah Section 8 Housing office requires minimum notice of 30 days prior of the tenant's intended vacancy to transfer their certification.
- B. All information concerning the receiving agency must be provided by the participant.
- C. All efforts will be made to exchange certification with the receiving agency.
- D. If the participant is leased they must fulfill a minimum 12 month lease period and cannot port if in violation of present lease. Accommodations may be made for participants in Supported Programs or HUD-VASH, in consultation with program partners and the landlord.
- E. If adequate funds are not available, the PHA will deny portability moves if the receiving PHA's payment standard is greater than the local payment standard and the PHA refuses to absorb the transfer.

* * * * *

³ NOTICE PIH 2018-01 (HA) issued January 17, 2018

Part VII. ADMINISTRATION & EVALUATION

1. Responsibilities of the Paducah Section 8 Housing office

- ❖ Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
- ❖ Public invitation of owners to make dwelling units available for leasing by eligible families and development of working relationships and contracts with landlords and appropriate associations and groups.
- ❖ Receipt and review of applications for vouchers, verification of family income, and other factors relating to eligibility and amount of assistance and maintenance of a waiting list.
- ❖ Issuance of vouchers.
- ❖ Notification of families determined to be ineligible.
- ❖ Provision of each voucher holder of basic information on applicable Housing Quality Standards and inspection procedures, search for and selection of housing, owner and tenant responsibilities, and basic rules.
- ❖ Determination of the amount of the total tenant payment and tenant rent.
- ❖ Determination of the amounts of housing assistance payments.
- ❖ Explanation of program procedures to owners, including those who have been approached by voucher holders.
- ❖ Review of and action on requests for lease approval, including monitoring to assure that the limitations on use of Section 8 Housing Assistance in subsidize projects are observed.
- ❖ Making of housing assistance payments.
- ❖ Provision of housing information to assisted families and referral of such families to appropriate social service agencies upon request.
- ❖ Re-examination of family income, composition, and extent of exceptional medical or other unusual expenses, and redetermination, appropriate, of the amount of gross family contributions and amount of housing assistance payment in accordance with HUD established schedules and criteria.
- ❖ Adjustment of the amount of tenant rent, utility reimbursement and housing assistance payment as a result of an adjustment by the PHA of any applicable utility allowance.
- ❖ Inspection prior to leasing and inspection; inspections at least annually determine that the units are maintained in decent, safe, and sanitary condition, and notification to owners and families of PHA determinations.
- ❖ Administration and enforcement of contracts with owners and taking appropriate actions in case of noncompliance or default.
- ❖ Compliance by the Paducah Section 8 Housing office with equal opportunity requirements, including efforts to provide composition, increase or decreases in medical (elderly) or child care expenses, increases or decreases in family income during each contract year as they occur.

2. Program Management

Location – Effective January 1, 2019, the Paducah Section 8 Housing office will be relocated to offices at 2330 Ohio Street, which is the same complex as the Housing Authority of Paducah.

The Housing Authority of Paducah 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. Housing Authority of Paducah shall ensure that all required documentation and reporting to the HUD are completed accurately and in a

timely manner, including the Annual Administrative Plan and the 5-Year Administrative Plan as required by HUD.

Housing Authority of Paducah's website will provide a webpage about the HCV program. However, the website information about HCV program will be maintained for 2 years on the city's website: <http://www.paducahky.gov/section-8-housing-assistance>

A new phone number will be established. However, to ensure a seamless transition for customers and clients, current phone service (270-444-8542) will be forwarded to the new phone number for 2 years.

Staffing

Program Administrator - The Executive Director of the Housing Authority of Paducah will be the Program Administrator responsible for the general oversight of the HCV Section 8 programs.

Housing Coordinator – Supervises Housing Specialist(s) and Inspector(s) and is responsible for:

- Special programs (HUD-VASH and Scholar House including briefing of participants);
- Portability requests and processing;
- Ensuring the briefing of participants is thorough and complete;
- SEMAP requirements;
- Administrative Plan amendments, approvals and compliance (annual & 5-year);
- Homeownership and FSS programs including promotion, bank relationship, applications;
- FMR and Utility Rate updates;
- HUD reporting;
- Fraud Investigations;
- Hearings as requested;
- Various reports and duties as directed by the Program Administrator.

Housing Specialist I/II- Responsible for:

- Processing applications;
- Certifications & recertifications of income & family composition, including use of EIV system;
- Issuing vouchers;
- Processing, calculating of assistance payment (rent & utilities), and printing check payments;
- Processing move ins and outs, and transfers;
- Preparing voucher utilization report for Coordinator;
- Preparing and issuing various determination letters (No response, Income, Inspection failure, Final Inspection failure, Reimbursement, Withdrawal, etc.);
- Maintaining tenant and landlord database;
- Prepare for audits and purging of files;
- Maintaining current forms and office supplies;
- Various reports and duties as directed by the Coordinator.

Inspector - HQS inspections are to be performed by a Housing Specialist, if trained in the HUD HQS standards; or under contract with an appropriately trained private inspector; or the Program Administrator. Inspector is responsible for:

- Verifying address location;

- Inspecting units and approving only those units that meet HUD HQS standards and local property maintenance codes;
- Explaining any deficiencies of a unit to the landlord and tenant;
- Completing inspection reports;
- Various reports and duties as directed by the Coordinator.

Board of Directors – Composition of the Board includes the Mayor of the City of Paducah as the Chair of the Board, three tenant members, and three at large members.

3. Outreach

It shall be the policy of the Paducah Section 8 Housing office to aggressively promote the Section 8 Housing Choice Voucher, Family Self-Sufficiency (FSS) and Homeownership Option through public service announcements, brochures, local radio and advertising in the local daily and weekly newspapers. In addition, all public service agencies in the Paducah area will receive information circulars describing these programs and who may receive benefits. Informational materials will be circulated among local Realtors, private rental property owners, and rental property managers for the purpose of soliciting participation. If additional listings are needed, staff members may go into the community meet one-on-one with citizens or groups for the purpose of outreach.

The Paducah Section 8 office will actively promote the availability of housing assistance to eligible applicants by contact with local media, brochures, and community organizations. In order to target the "least likely to apply" applicants, the Paducah Section 8 office will provide flyers and brochures to be distributed through places of employment, union offices, neighborhood groups, churches, and commercial establishments if there is a need for outreach demonstrated by our application pool.

4. Briefing Families, Issuing Housing Choice Vouchers

- A. This PHA will provide brochures to each family, however, we believe it will be necessary to give individual instructions (small groups when possible), in order that the program may be properly explained. The staff will be available to discuss housing search problems during the introductory search period.
- B. Briefing documents to be included in each participant packet are as follows:

HOUSING CHOICE VOUCHER PACKET

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- Statement of Family Responsibilities
- Security Deposit Information
- A Guide to Housing Vouchers
- Housing Voucher
- EIV Applicant/Participant Information

5. Administrative Fee Reserve Expenditures

All expenditures from the administrative reserve of the Section 8 programs shall be housing related and shall be approved by the City of Paducah Board of Commissioners.

Agenda Action Form Paducah City Commission

Meeting Date: November 27, 2018

Short Title: Transfer of Riverfront Property Pursuant to Current Survey - **LISA EMMONS**

Category: Ordinance

Staff Work By: Rick Murphy, Sheryl Chino, Lindsay Parish, Maegan Mansfield
Presentation By:

Background Information: For the Greenway Trail Phase 4 project, submittals to the Kentucky Transportation Cabinet are required as a part of the Local Public Agencies (LPA) process. One submittal, being a plat defining the boundaries of the trail and any related property transactions, was required to show that the City of Paducah either owned or has right of way access to the property where the trail will be constructed.

During review of the Greenway Trail Phase 4 plat, minor discrepancies related to property lines between the McCracken County Convention Center and the City of Paducah were found on previously recorded plats, which was referenced on the Greenway Trail Phase 4 plat. City staff contacted Lisa Emmons at Denton Law Firm to perform a title search on the property lines in question. As a result of the title search, two new plats (one plat correcting property lines and one plat showing Greenway Trail Phase 4 property transactions and trail boundaries) were recorded to accurately depict property lines. The new plats reflect property ownership that is accurate and coincides with historical understanding by all adjacent property owners and parties.

In order to meet project deadlines concerning Greenway Trail Phase 4 and since no major property transaction occurred, the Mayor signed plat M-1260 on behalf of the City. At this time, deeds have now been prepared to legally bind the plats and the deeds need to be executed. Also, as previously agreed upon by hotel owners, minor revisions to the hotel and parking lot lease agreements have been made to accurately reflect the parking lot as it was built, and to change a tract name reference.

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 ratify the Mayor's signature on plat M-1260 and to authorize the Mayor to sign all deeds associated with M-1260 and M-1261 in order to legally bind the plats. Also authorize the Mayor to sign the modified lease agreements for the Riverfront Hotel and associated parking site.

Attachments:

1. Ordinance
2. M-1260
3. M-1261

ORDINANCE NO. 2018 – 10 - _____

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

WHEREAS, the Board of Commissioners of the City of Paducah, Kentucky, have determined that it is necessary, appropriate, and in the best interest of the City to generate, revitalize, improve and generally enhance the Paducah Riverfront, a public project; and

WHEREAS, the City of Paducah, Kentucky (“City”) owns some, but not all, of the “Paducah Riverfront Property,” which real property is generally situated North of the Paducah floodwall between Madison and Campbell Streets; and

WHEREAS, the Paducah-McCracken County Convention Center Corporation (“PMCCC”) owns some, but not all, of the Paducah Riverfront Property upon which the PMCCC owns, operates and manages a publically owned convention and expo center, generally known as the Paducah McCracken County Convention and Expo Center (the “Convention and Expo Center”); and

WHEREAS, it has always been the intention of City and PMCCC, that PMCCC would 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 of the Paducah Riverfront Property; and

WHEREAS, the City is also the owner of certain real property situated along and near North 4th Street and Executive Boulevard adjacent to the Convention and Expo Center, which real property has been leased to Paducah Riverfront Hotel, LP, (the “Riverfront Hotel”) for the development and construction and subsequent management and operation of an upscale brand hotel and parking lot, generally known as the “Holiday Inn Paducah Riverfront;” and

WHEREAS, the development, construction, and equipping of the Holiday Inn Paducah Riverfront was financed through that certain Industrial Building Revenue Bonds, Series 2015, in the aggregate principal amount of up to \$12,000,000 (“Bonds”) issued by the City and purchased on November 1, 2015 by Independence Bank of Kentucky (“Lender”), which Bonds are secured by certain Open-End Leasehold Mortgage, Security Agreement, Assignment and Agreement as to Real Estate Matters dated as of November 1, encumbering and pledging the Riverfront Hotel’s leasehold interest in the Holiday Inn Paducah Riverfront;” and

WHEREAS, Jim Smith Contracting Company, LLC (the “Company”) is the owner of certain real property located North of 6th Street between Park Avenue and Campbell Street and adjacent to the Paducah Riverfront Property; and

WHEREAS, the predecessors to the Company and City have previously exchanged real property for purposes of the improvement and extension of Campbell Street and Park Avenue, which right of ways are maintained and controlled by City; and

WHEREAS, the boundaries of the Paducah Riverfront Property have been surveyed and re-established by Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, and Waiver of Subdivision Plat for Midwest Terminal of record in Plat Section M, Page 1261, all in the McCracken County Clerk’s Office; and

WHEREAS, the aforesaid survey and Subdivision Plats have uncovered certain mistakes in previous conveyances between City and PMCCC, City and Company, City and Riverfront Hotel, and City and the Lender which fail to meet the intentions of the parties; and

WHEREAS, it is the desire among City, PMCCC, Riverfront Hotels, the Company, and the Lender to correct these errors through the execution and delivery of various quitclaims deeds, deeds of clarification, first amendments to leases, and modifications to security agreement so that record ownership of the Paducah Riverfront Property shall be in conformity with the intention of the parties as depicted on the aforesaid Subdivision Plats; and

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

Section 1. Recitals and Authorization. The City hereby approves the following corrective transfers of real property and documents in substantially the form attached hereto as Exhibits A1 through A12 and made part hereof:

EXHIBIT	DOCUMENT	GRANTOR	GRANTEE	PROPERTY
A-1	Quitclaim Deed	PMCCC	City	Tract 3A of M-1260
A-2	Quitclaim Deed	PMCCC	City	Tract 4 of M-1260
A-3	Deed of Clarification	City	City	Tract 1 of M-1260
A-4	Deed of Clarification	City	City	Tract 3B of M-1260
A-5	Quitclaim Deed	City	PMCCC	Tract 2 of M-1260
A-6	Quitclaim Deed	PMCCC	City	Tract 6 of M-1261
A-7	Deed of Conveyance	Company	City	Tract 3,6,7 of M-1261

EXHIBIT	DOCUMENT	LESSEE/TENANT	LESSOR/LANDLORD	PROPERTY
A-8	First Amendment to Parking Site Lease	Riverfront Hotel	City	Tract A & B of M-1260
A-9	First Amendment to Agreement of Lease	Riverfront Hotel	City	Tract A of M-1260

EXHIBIT	DOCUMENT	MORTGAGOR	MORTGAGEE	PROPERTY
A-10	Modification of Open-End Leasehold Mortgage	Riverfront Hotel and City	Independence Bank	Tract B of M-1260
A-11	Modification of Open-End Leasehold Mortgage	Riverfront Hotel and City	Independence Bank	Tract A of M-1260
A-12	Modification of Assignment of Rents and Leases	Riverfront Hotel	Independence Bank	Tract A of M-1260

It is further determined that it is necessary and desirable and in the best interest of the City to enter into these corrective property transfers and documents for the purposes therein specified, and the execution and delivery of each of the property transfers and documents as described herein is hereby authorized and approved. The Mayor is hereby authorized to execute each of the corrective property transfers and documents as described here with such changes not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the aforesaid transfers and documents. Further, the City hereby ratifies the Mayor's execution of the Waiver of Subdivision Plat for the City of Paducah recorded in Plat Section CABM, Page 1260.

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

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

Mayor Brandi Harless

ATTEST:

City Clerk, Lindsay Parish

Introduced by the Board of Commissioners _____, 2018

Adopted by the Board of Commissioners _____, 2018

Recorded by Lindsay Parish, City Clerk, _____, 2018

Published by *The Paducah Sun*, _____, 2018

ORD\ENG\Transfer Riverfront Property Pursuant to Survey
Denton Law Firm, PLLC

EXHIBIT A-1

QUITCLAIM DEED FROM PMCCC TO CITY FOR TRACT 3A OF M-1260

See attachment.

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into this ____ day of _____, 2018, by and between **THE PADUCAH McCracken County Convention Center Corporation**, a non-profit Kentucky Corporation with its principal place of business located at 128 Broadway, Paducah, Kentucky 42001 (hereinafter, "Grantor") and **CITY OF PADUCAH, KENTUCKY**, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, of P O Box 2267, Paducah, Kentucky 42002-2267 (hereinafter "Grantee").

WITNESSETH

WHEREAS, the Grantor owns some, but not all, of that certain parcel of land identified as Tract 3A on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office; and

WHEREAS, the Grantee owns some, but not all, of that certain parcel of land identified as Tract 3A on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office; and

WHEREAS, it is the desire of the Grantor to convey to the Grantee any interest it may possess in and to said Tract 3A.

NOW, THEREFORE, in and for the consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, the Grantor hereby remises, releases and forever quitclaims, with no warranty whatsoever, unto the Grantee, its successors and/or assigns, all of Grantor's right, title, interest or claim in and to the following-described real estate, together with all improvements, appurtenances and rights thereunto belonging, situated in McCracken County, Kentucky, to-wit:

Being Tract 3A, consisting of 1.864 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being part of same property conveyed to Paducah-McCracken County Convention Center Corporation, by deed dated April 14, 2005, of record in Deed Book 1064, page 565, and to City of Paducah, Kentucky, by deeds dated December 23, 2009, of record in Deed Book 1181, page 35 and Deed Book 1181, page 40, McCracken County Court Clerk's Office.

Also, Grantee claims title subject to the right of use of others in and to the thread of the Ohio River as set forth on Plat Section M, page 516, in the aforesaid clerk's office.

It is the intent of the Grantee to hold the title to the herein described real property in fee simple.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto the Grantee, its successors and assigns, forever.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is: \$120,000.00.

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

Paducah McCracken County Convention
Center Corporation

City of Paducah, Kentucky

By: _____

By: _____

Title: _____

Title: _____

STATE OF KENTUCKY)

) SS

COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of Paducah McCracken County Convention Center Corporation, a non-profit Kentucky corporation, on behalf of said corporation, Grantor..

My commission expires: _____.

Notary Public, State at Large

Notary ID # _____

STATE OF KENTUCKY)

) SS

COUNTY OF McCracken)

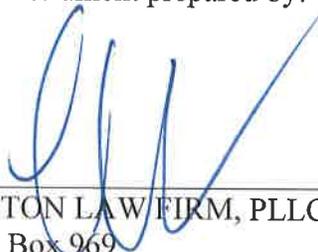
The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of City of Paducah, Kentucky, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, on behalf of said entity, Grantee.

My commission expires: _____.

Notary Public, State at Large

Notary ID # _____

This instrument prepared by:



DENTON LAW FIRM, PLLC

P. O. Box 969

Paducah, KY 42002-0969

(270) 450-8253

212726

Send current year tax bill to:

City of Paducah

P O Box 2267

Paducah, KY 42002-2267

EXHIBIT A-2

QUITCLAIM DEED FROM PMCCC TO CITY FOR TRACT 4 OF M-1260

See attachment.

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into this ____ day of _____, 2018, by and between **THE PADUCAH McCracken County Convention Center Corporation**, a non-profit Kentucky Corporation with its principal place of business located at 128 Broadway, Paducah, Kentucky 42001 (hereinafter, "Grantor") and **CITY OF PADUCAH, KENTUCKY**, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, of P O Box 2267, Paducah, Kentucky 42002-2267 (hereinafter "Grantee").

WITNESSETH

THAT FOR AND IN CONSIDERATION of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, the Grantor hereby remises, releases and forever quitclaims, with no warranty whatsoever, unto the Grantee, its successors and/or assigns, all of Grantor's right, title, interest or claim in and to the following-described real estate, together with all improvements, appurtenances and rights thereunto belonging, situated in McCracken County, Kentucky, to-wit:

Being Tract 4, consisting of 4.753 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being part of same property conveyed to Paducah-McCracken County Convention Center Corporation, by deed dated April 14, 2005, of record in Deed Book 1064, page 565, deed dated April 12, 2005, of record in Deed Book 1064, page 561, McCracken County Court Clerk's Office.

It is the intent of the Grantee to hold the title to the herein described real property in fee simple.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto the Grantee, its successors and assigns, forever.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is: \$304,000.00.

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

Paducah McCracken County Convention
Center Corporation

City of Paducah, Kentucky

By: _____

By: _____

Title: _____

Title: _____

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of Paducah McCracken County Convention Center Corporation, a non-profit Kentucky corporation, on behalf of said corporation, Grantor.
My commission expires: _____.

Notary Public, State at Large
Notary ID # _____

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of City of Paducah, Kentucky, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, on behalf of said entity, Grantee.

My commission expires: _____.

Notary Public, State at Large
Notary ID # _____

This instrument prepared by:

A handwritten signature in blue ink, appearing to be 'DM', is written over a horizontal line.

DENTON LAW FIRM, PLLC
P. O. Box 969
Paducah, KY 42002-0969
(270) 450-8253
212732

Send current year tax bill to:
City of Paducah
P O Box 2267
Paducah, KY 42002-2267

EXHIBIT A-3

CITY DEED OF CLARIFICATION FOR TRACT 1 OF M-1260

See attachment.

DEED OF CLARIFICATION

THIS DEED OF CLARIFICATION made and entered into this the _____ day of _____, 2018, by and between CITY OF PADUCAH, KENTUCKY, a municipal corporation of the Home Rule class, duly organized and existing under the laws of the Commonwealth of Kentucky, of P.O. Box 2267, Paducah, Kentucky 42002-2267, the Grantor, and LISA H. EMMONS, as Trustee for the purposes hereinafter set out, of 555 Jefferson Street, Suite 301, Paducah, KY 42001, Grantee;

WITNESSETH :

WHEREAS, City of Paducah acquired certain parcels of real estate by deeds dated December 23, 2009, of record in Deed Book 1181, page 35, and Deed Book 1181, page 40, in the McCracken County Court Clerk's Office; and

WHEREAS, the boundaries of said parcels have been re-established by a Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office; and

WHEREAS, the Grantor desires to clarify the description and ownership as to the herein described real property; and

NOW, THEREFORE, in order to carry out such desire of the Grantor and in consideration of the Grantor's desire that such be done and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and for purposes of clarifying ownership in and to the following described property, the Grantor hereby bargains, sells and conveys unto the Grantee as Trustee in fee simple (for the purpose of executing a deed

back to City of Paducah, Kentucky, its successors and assigns forever, together with all improvements, appurtenances and rights thereunto belonging) the following described property lying and being in McCracken County, Kentucky and more particularly described as follows:

Being Tract 1, consisting of 14.734 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being part of same property conveyed to City of Paducah, Kentucky, by deeds dated December 23, 2009, of record in Deed Book 1181, page 35 and Deed Book 1181, page 40, McCracken County Court Clerk's Office. City of Paducah, Kentucky, claims title, subject to the right of use by others, to the thread of the Ohio River as set forth on Plat Section M, page 516, aforesaid clerk's office.

TO HAVE AND TO HOLD the above described property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee, as Trustee for the purposes above described, with Covenant of Special Warranty of title, except easements, covenants and restrictions of record.

AND

THIS DEED OF CONVEYANCE made and entered into this the _____ day of _____, 2018, by and between Lisa H. Emmons, as Trustee for the purpose hereinafter set out, of 555 Jefferson Street, Suite 301, Paducah, KY 42001, the Grantor, and CITY OF PADUCAH, KENTUCKY, a municipal corporation of the Home Rule class, duly organized and existing under the laws of the Commonwealth of Kentucky, of P.O. Box 2267, Paducah, Kentucky 42002-2267, Grantee;

WITNESSETH:

WHEREAS, by a deed of conveyance heretofore executed from City of Paducah,

Kentucky, as Grantor, the herein described property was conveyed to Lisa H. Emmons as Trustee, for the purpose of executing a deed back to Grantee, in order to clarify the description and ownership of the property described herein; and

WHEREAS, the Grantor herein desires to fulfill said trust and do all acts necessary therefore;

NOW, THEREFORE, in consideration of the foregoing facts and in and for purposes of clarifying the description and ownership in and to the following described property, the Grantor herein hereby bargains, sells and conveys unto the Grantee herein, its successors and assigns forever, the following described property lying and being in McCracken County, Kentucky, with all improvements, appurtenances and rights thereunto belonging, and more particularly described as follows:

Being Tract 1, consisting of 14.734 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being part of same property conveyed to City of Paducah, Kentucky, by deeds dated December 23, 2009, of record in Deed Book 1181, page 35 and Deed Book 1181, page 40, McCracken County Court Clerk's Office. City of Paducah, Kentucky, claims title, subject to the right of use by others, to the thread of the Ohio River as set forth on Plat Section M, page 516, aforesaid clerk's office.

It is the intent of the Grantee to hold the title to the herein described real property in fee simple.

TO HAVE AND TO HOLD the above described real property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee, its successors and assigns forever, with covenant of Special Warranty, except easements, covenants and restrictions of record.

Grantors and Grantees hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is: \$943,000.00.

IN WITNESS WHEREOF, all of the parties to these two deeds of conveyance have hereunto set their hands on this the date first above written.

CITY OF PADUCAH, KENTUCKY (Grantor)

BY: _____

LISA H. EMMONS, as TRUSTEE, Grantor

TITLE: _____

CITY OF PADUCAH, KENTUCKY (Grantee)

BY: _____

LISA H. EMMONS, as TRUSTEE, Grantee

TITLE: _____

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of the City Paducah, Kentucky, a municipal corporation of the Home Rule class, on behalf of said entity, Grantor and Grantee.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

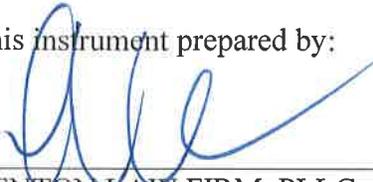
STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____
day of _____, 2018, by Lisa H. Emmons, as Trustee, Grantee and Grantor.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

This instrument prepared by:



DENTON LAW FIRM, PLLC
P. O. Box 969
Paducah, KY 42002-0969
212719

Send current tax bill to:
City of Paducah, Kentucky
P O Box 2267
Paducah, KY 42002-2267

EXHIBIT A-4

CITY DEED OF CLARIFICATION FOR TRACT 3B OF M-1260

See attachment.

DEED OF CLARIFICATION

THIS DEED OF CLARIFICATION made and entered into this the _____ day of _____, 2018, by and between CITY OF PADUCAH, KENTUCKY, a municipal corporation of the Home Rule class, duly organized and existing under the laws of the Commonwealth of Kentucky, of P.O. Box 2267, Paducah, Kentucky 42002-2267, the Grantor, and LISA H. EMMONS, as Trustee for the purposes hereinafter set out, of 555 Jefferson Street, Suite 301, Paducah, KY 42001, Grantee;

WITNESSETH:

WHEREAS, City of Paducah acquired certain parcels of real estate by deeds dated December 23, 2009, of record in Deed Book 1181, page 35, and Deed Book 1181, page 40, in the McCracken County Court Clerk's Office; and

WHEREAS, the boundaries of said parcels have been re-established by a Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office; and

WHEREAS, the Grantor claims title to the herein described property and desires to clarify the description and ownership as to the herein described real property; and

NOW, THEREFORE, in order to carry out such desire of the Grantor and in consideration of the Grantor's desire that such be done and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and for purposes of clarifying the description and ownership in and to the following described property, the Grantor hereby bargains, sells and conveys unto the Grantee as Trustee in fee simple (for the purpose of

executing a deed back to City of Paducah, Kentucky, its successors and assigns forever, together with all improvements, appurtenances and rights thereunto belonging) the following described property lying and being in McCracken County, Kentucky and more particularly described as follows:

Being Tract 3B, consisting of 0.860 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being part of same property conveyed to City of Paducah, Kentucky, by deeds dated December 23, 2009, of record in Deed Book 1181, page 35 and Deed Book 1181, page 40, McCracken County Court Clerk's Office.

TO HAVE AND TO HOLD the above described property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee, as Trustee for the purposes above described, with Covenant of Special Warranty of title, except easements, covenants and restrictions of record.

AND

THIS DEED OF CONVEYANCE made and entered into this the _____ day of _____, 2018, by and between Lisa H. Emmons, as Trustee for the purpose hereinafter set out, of 555 Jefferson Street, Suite 301, Paducah, KY 42001, the Grantor, and CITY OF PADUCAH, KENTUCKY, a municipal corporation of the Home Rule class, duly organized and existing under the laws of the Commonwealth of Kentucky, of P.O. Box 2267, Paducah, Kentucky 42002-2267, Grantee;

WITNESSETH:

WHEREAS, by a deed of conveyance heretofore executed from City of Paducah, Kentucky, as Grantor, the herein described property was conveyed to Lisa H. Emmons as Trustee, for the purpose of executing a deed back to Grantee, in order to clarify the description and ownership of the property described herein; and

WHEREAS, the Grantor herein desires to fulfill said trust and do all acts necessary therefore;

NOW, THEREFORE, in consideration of the foregoing facts and in and for purposes of clarifying the description and ownership in and to the following described property, the Grantor herein hereby bargains, sells and conveys unto the Grantee herein, its successors and assigns forever, the following described property lying and being in McCracken County, Kentucky, with all improvements, appurtenances and rights thereunto belonging and more particularly described as follows:

Being Tract 3B, consisting of 0.860 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being part of same property conveyed to City of Paducah, Kentucky, by deeds dated December 23, 2009, of record in Deed Book 1181, page 35 and Deed Book 1181, page 40, McCracken County Court Clerk's Office.

It is the intent of the Grantee to hold title to the herein described real property in fee simple.

TO HAVE AND TO HOLD the above described real property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee, its successors and assigns forever, with covenant of Special Warranty, except easements,

covenants and restrictions of record.

Grantors and Grantees hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is: \$55,000.00.

IN WITNESS WHEREOF, all of the parties to these two deeds of conveyance have hereunto set their hands on this the date first above written.

CITY OF PADUCAH, KENTUCKY (Grantor)

BY: _____

LISA H. EMMONS, as TRUSTEE, Grantor

TITLE: _____

CITY OF PADUCAH, KENTUCKY (Grantee)

BY: _____

LISA H. EMMONS, as TRUSTEE, Grantee

TITLE: _____

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of the City Paducah, Kentucky, a municipal corporation of the Home Rule class, on behalf of said entity, Grantor and Grantee.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____
day of _____, 2018, by Lisa H. Emmons, as Trustee, Grantee and Grantor.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

This instrument prepared by:



DENYON LAW FIRM, PLLC
P. O. Box 969
Paducah, KY 42002-0969
212724

Send current tax bill to:
City of Paducah, Kentucky
P O Box 2267
Paducah, KY 42002-2267

EXHIBIT A-5

QUITCLAIM DEED FROM CITY TO PMCCC FOR TRACT 2 OF M-1260

See attachment.

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into this ____ day of _____, 2018, by and between **CITY OF PADUCAH, KENTUCKY**, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, of P O Box 2267, Paducah, Kentucky 42002-2267 (hereinafter, "Grantor") and **THE PADUCAH McCRACKEN COUNTY CONVENTION CENTER CORPORATION**, a non-profit Kentucky Corporation with its principal place of business located at 128 Broadway, Paducah, Kentucky 42001 (hereinafter "Grantee").

WITNESSETH

WHEREAS, the Grantor owns some, but not all, of that certain parcel of land identified as Tract 2 on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office; and

WHEREAS, the Grantee owns some, but not all, of that certain parcel of land identified as Tract 2 on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office; and

WHEREAS, it is the desire of the Grantor to convey to the Grantee any interest it may possess in and to said Tract 2.

NOW, THEREFORE, in and for the consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, the Grantor hereby remises, releases and forever quitclaims, with no warranty whatsoever, unto the Grantee, its successors and/or assigns, all of Grantor's right, title, interest or claim in and to the following-described real estate, together with all improvements, appurtenances and rights thereunto belonging, situated in McCracken County, Kentucky, to-wit:

Being Tract 2, consisting of 9.236 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being part of same property conveyed to Paducah-McCracken County Convention Center Corporation, by deed dated April 14, 2005, of record in Deed Book 1064, page 565, deed dated April 12, 2005, of record in Deed Book 1064, page 561, and deed dated December 15, 2010, of record in Deed Book 1203, page 240, McCracken County Court Clerk's Office. Also being a part of the same property conveyed to City of Paducah, Kentucky, by deeds dated December 23, 2009, of record in Deed Book 1181, page 35 and Deed Book 1181, page 40, McCracken County Court Clerk's Office.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto the Grantee, its successors and assigns, forever.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is: \$590,000.00.

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

City of Paducah, Kentucky

Paducah McCracken County Convention
Center Corporation

By: _____

By: _____

Title: _____

Title: _____

STATE OF KENTUCKY)

) SS

COUNTY OF McCracken)

)

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2018, by _____, (title) of City of Paducah, Kentucky, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, on behalf of said entity, Grantor.

My commission expires: _____.

Notary Public, State at Large

Notary ID # _____

STATE OF KENTUCKY)

) SS

COUNTY OF McCRACKEN)

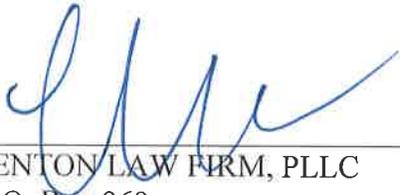
The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of Paducah McCracken County Convention Center Corporation, a non-profit Kentucky corporation, on behalf of said corporation, Grantee..

My commission expires: _____.

Notary Public, State at Large

Notary ID # _____

This instrument prepared by:



DENTON LAW FIRM, PLLC

P. O. Box 969

Paducah, KY 42002-0969

(270) 450-8253

212727

Send current year tax bill to:

Paducah McCracken County Convention Center

128 Broadway

Paducah, KY 42001

EXHIBIT A-6

QUITCLAIM DEED FROM PMCCC TO CITY FOR TRACT 6 OF M-1261

See attachment.

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into this ____ day of _____, 2018, by and between **THE PADUCAH McCRACKEN COUNTY CONVENTION CENTER CORPORATION**, a non-profit Kentucky Corporation with its principal place of business located at 128 Broadway, Paducah, Kentucky 42001(hereinafter, "Grantor") and **CITY OF PADUCAH, KENTUCKY**, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, of P O Box 2267, Paducah, Kentucky 42002-2267 (hereinafter "Grantee").

WITNESSETH

THAT FOR AND IN CONSIDERATION of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, the Grantor hereby remises, releases and forever quitclaims, with no warranty whatsoever, unto the Grantee, its successors and/or assigns, all of Grantor's right, title, interest or claim in and to the following-described real estate, together with all improvements, appurtenances and rights thereunto belonging, situated in McCracken County, Kentucky, to-wit:

Being Tract 6, consisting of 0.2440 acres, as depicted on the Waiver of Subdivision Plat for Midwest Terminal of record in Plat Section M, page 1261, McCracken County Court Clerk's Office.

Being part of same property conveyed to Paducah-McCracken County Convention Center Corporation, by deed dated April 12, 2005, of record in Deed Book 1064, page 561, McCracken County Court Clerk's Office.

It is the intent of the Grantee to hold the title to the herein described real property in fee simple.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances thereunto pertaining unto the Grantee, its successors and assigns, forever.

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is: \$500.00

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

Paducah McCracken County Convention
Center Corporation

City of Paducah, Kentucky

By: _____

By: _____

Title: _____

Title: _____

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of Paducah McCracken County Convention Center Corporation, a non-profit Kentucky corporation, on behalf of said corporation, Grantor.
My commission expires: _____.

Notary Public, State at Large
Notary ID # _____

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2018, by _____, _____ (title) of City of Paducah, Kentucky, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, on behalf of said entity, Grantee.

My commission expires: _____.

Notary Public, State at Large
Notary ID # _____

This instrument prepared by:

A handwritten signature in blue ink, appearing to be 'AU', written over a horizontal line.

DENTON LAW FIRM, PLLC

P. O. Box 969

Paducah, KY 42002-0969

(270) 450-8253

212902

Send current year tax bill to:

City of Paducah

P O Box 2267

Paducah, KY 42002-2267

EXHIBIT A-7

DEED OF CONVEYANCE FROM THE COMPANY TO CITY FOR
TRACTS 3, 6, & 7 OF M-1261

See attachment.

DEED OF CONVEYANCE

THIS DEED made and entered into this the 8th day of October, 2018, by and between JIM SMITH CONTRACTING COMPANY, LLC, a Kentucky limited liability company, whose mailing address is 1108 Dover Road, Grand Rivers, KY 42045, hereinafter called Grantor, and CITY OF PADUCAH, KENTUCKY, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, and a body politic and corporate, of P.O. Box 2267, Paducah, Kentucky 42002-2267, hereinafter called Grantee;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$1.00, cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, and other good and valuable consideration, Grantor sold and does by these presents grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, together with all the improvements, appurtenances and rights thereunto belonging, the following described property, lying and being in McCracken County, Kentucky, and more particularly described as follows:

BEING TRACT 3, CONSISTING OF 0.0188 ACRES, TRACT 6, CONSISTING OF 0.2440 ACRES, AND TRACT 7, CONSISTING OF 0.0485 ACRES, AS DEPICTED ON THE WAIVER OF SUBDIVISION PLAT FOR MIDWEST TERMINAL OF RECORD IN PLAT SECTION M, PAGE 1261, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO JIM SMITH CONTRACTING COMPANY, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, BY DEED DATED MAY 31, 2009, OF RECORD IN DEED BOOK 1168, PAGE 27, MCCRACKEN COUNTY COURT CLERK'S OFFICE.

The intent of the Grantor is to convey the above described tracts in fee simple to Grantee.

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

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the foregoing transfer of real property is made by gift, nominal consideration, or no consideration and, further, that the estimated fair cash value for the property hereby transferred is \$12,500.00.

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

JIM SMITH CONTRACTING COMPANY, LLC CITY OF PADUCAH, KENTUCKY

By Cheryl Baugus By _____

Title Vice President, CFO Title _____

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this 8th day of October, 2018, by Cheryl Baugus, VP, CFO (title) of Jim Smith Contracting Company, LLC, a Kentucky limited liability company, on behalf of said company, Grantor.

My commission expires May 28, 2021.

[Signature]
NOTARY PUBLIC, STATE AT LARGE
Notary ID# 578676

STATE OF KENTUCKY)

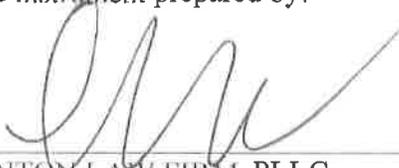
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day
of _____, 2018, by _____,
(title), of City of Paducah, Kentucky, a municipal corporation of the home rule class existing
under the laws of the Commonwealth of Kentucky, and a body politic and corporate, Grantee.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

This instrument prepared by:



DENTON LAW FIRM, PLLC
P. O. Box 969
Paducah, KY 42002-0969
212903

Send 2018 tax bill to:
City of Paducah
P O Box 2267
Paducah, KY 42002-2267

EXHIBIT A-8

FIRST AMENDMENT TO PARKING SITE LEASE FROM CITY TO RIVERFRONT HOTEL
FOR TRACTS A & B OF M-1260

See attachment.

FIRST AMENDMENT TO PARKING SITE LEASE

THIS FIRST AMENDMENT TO PARKING SITE LEASE made and entered into on this _____ day of _____, 2018 (the "Effective Date") by and between **PADUCAH RIVERFRONT HOTEL LP**, a Kentucky ULPA Limited Partnership, by and through its General Partner, Paducah Hotel Inc., a Kentucky corporation, having an address of 1401 Spring Bank Drive, Building A, Suite 8, Owensboro, KY 42303, (hereinafter referred to as the "Lessee"); **CITY OF PADUCAH, KENTUCKY**, a Kentucky home class city having an address of 300 South 5th Street, PO Box 2267, Paducah, KY 42002-2267 (hereinafter referred to as the "Lessor").

WITNESSETH:

WHEREAS, on November 1, 2015, the Lessor and the Lessee, entered into a Parking Site Lease, which lease is of record in Deed Book 1311, page 214, McCracken County Court Clerk's Office (the "Parking Site Lease"); and

WHEREAS, pursuant to the Parking Site Lease, and in furtherance of the accomplishment of the public purposes of the Lessor, Lessor leased the parking site identified on Exhibit B (the "Parking Site") of the Parking Site Lease to the Lessee; and

WHEREAS, a recent survey of the Parking Site was performed at the direction of the Lessor and a new legal description has been prepared to more accurately describe the Parking Site; and

WHEREAS, the Project Site identified in the Parking Site Lease was also surveyed and a new legal description has been prepared to more accurately describe the Project Site; and

WHEREAS, the Lessor and Lessee now desire to amend Exhibit A and Exhibit B of the Parking Site Lease to more accurately identify and describe the Project Site and the Parking Site.

NOW THEREFORE, for and in consideration of \$1.00 cash in hand paid, the receipt and sufficiency is hereby acknowledged by all parties, and the mutual covenants and conditions contained herein the parties agree as follows:

1. Amendment to the Parking Site Lease. The Parking Site Lease is hereby modified as follows:

(a) Exhibit A "Project Site" of the Parking Site Lease is deleted in its entirety and replaced with the following:

Being Lease Tract A, containing 1.4650 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Previously described as follows:

Beginning at a found ½-inch rebar and cap PLS 2547 being at the intersection of the north right-of-way line of Executive Boulevard with the east right-of-way line North Fourth Street, right-of-way line being 33.00 feet from their centerlines; thence with said east right-of-way North 24 degrees 58 minutes 42 seconds West, a distance of 316.50 feet to a calculated point being North 48 degrees 08 minutes 08 seconds West, a distance of 0.15 feet from a found mag nail and being the south line of the City of Paducah property, as recorded in Deed Book 1181, at Page 40 in the office of the McCracken County Clerk; thence serving said city property North 64 degrees 56 minutes 23 seconds East, a distance of 155.25 feet to a calculated point being South 71 degrees 24 minutes 23 seconds West, a distance of 0.10 feet from a found ½-inch rebar; thence continuing to sever said city property South 41 degrees 18 minutes 30 seconds East, a distance of 329.67 feet to a found ½-inch rebar being in said north right-of-way line; thence with said north right-of-way line south 64 degrees 56 minutes 23 seconds West, a distance of 247.94 feet to the point of beginning and containing 1.465 acres.

Being a part of the same property conveyed to City of Paducah, Kentucky, by deed dated March 29, 2010, of record in Deed Book 1185, page 732, all of record in the McCracken County Court Clerk's Office.

(b) Exhibit B "Parking Site" of the Parking Site Lease is deleted in its entirety and replaced with the following:

Being Lease Tract B, containing 44,881 square feet, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being a part of the same property conveyed to City of Paducah, Kentucky, by deeds dated December 23, 2009, of record in Deed Book 1181, page 35 and Deed Book 1181, page 40, and deed dated March 29, 2010, of record in Deed Book 1185, page 732, all of record in the McCracken County Court Clerk's Office.

2. Reaffirmation of the Parking Site Lease. Except for the modification set forth herein, all other terms and provisions of the Parking Site Lease entered into between the parties are expressly acknowledged, reaffirmed, and ratified by all parties hereto. All parties hereby agree to perform in strict accordance with the terms and provisions as set forth under the Parking Site Lease.

3. Miscellaneous Provisions. This Agreement shall be fully binding upon the parties hereto and their successors, and assigns as of the Effective Date.

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

LESSEE:

PADUCAH RIVERFRONT HOTEL LP,

By: Paducah Hotel Inc., a Kentucky corporation,
Its General Partner

By: _____
GLENN D. HIGDON
Title: President

LESSOR:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by Glenn D. Higdon, President, of Paducah Hotel, Inc., a Kentucky corporation, as general partner of Paducah Riverfront Hotel LP, on behalf of said limited partnership, Lessee.

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by _____, _____ (title) of City of Paducah, Kentucky, on behalf of said municipal corporation, Lessor.

Notary Public, State at Large

Notary ID #

My Commission expires: _____.

This document prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, KY 42002-0969
212910.doc

EXHIBIT A-9

FIRST AMENDMENT TO AGREEMENT OF LEASE FROM CITY TO RIVERFRONT
HOTEL FOR
TRACTS A OF M-1260

See attachment.

FIRST AMENDMENT TO AGREEMENT OF LEASE

THIS FIRST AMENDMENT TO AGREEMENT OF LEASE made and entered into on this ____ day of _____, 2018 (the "Effective Date") by and between **PADUCAH RIVERFRONT HOTEL LP**, a Kentucky ULPA Limited Partnership, by and through its General Partner, Paducah Hotel Inc., a Kentucky corporation, having an address of 1401 Spring Bank Drive, Building A, Suite 8, Owensboro, KY 42303, (hereinafter referred to as the "Tenant"); and **CITY OF PADUCAH, KENTUCKY**, a Kentucky home class city having an address of 300 South 5th Street, PO Box 2267, Paducah, KY 42002-2267 (hereinafter referred to as the "Landlord").

W I T N E S S E T H :

WHEREAS, on November 1, 2015, the Landlord and the Tenant, entered into an Agreement of Lease, which lease is of record in Deed Book 1311, page 144, McCracken County Court Clerk's Office (the "Agreement of Lease"); and

WHEREAS, pursuant to the Agreement of Lease, and in furtherance of the accomplishment of the public purposes of the Landlord, Landlord leased the Project Site identified on Exhibit B (the "Project Site") of the Agreement of Lease to the Tenant; and

WHEREAS, a recent survey of the Project Site was performed at the direction of the Landlord and a new legal description has been prepared to more accurately describe the Project Site; and

WHEREAS, the Landlord and Tenant now desire to amend Exhibit B of the Agreement of Lease to more accurately identify and describe the Project Site.

NOW THEREFORE, for and in consideration of \$1.00 cash in hand paid, the receipt and sufficiency is hereby acknowledged by all parties, and the mutual covenants and conditions contained herein the parties agree as follows:

1. Amendment to the Agreement of Lease. The Agreement of Lease is hereby modified as follows:

Exhibit B "Project Site" of the Agreement of Lease is hereby modified as :

Project Site previously described as:

Beginning at a found ½-inch rebar and cap PLS 2547 being at the intersection of the north right-of-way line of Executive Boulevard with the east right-of-way line North Fourth Street, right-of-way line being 33.00 feet from their centerlines; thence with said east right-of-way North 24 degrees 58 minutes 42 seconds West,

a distance of 316.50 feet to a calculated point being North 48 degrees 08 minutes 08 seconds West, a distance of 0.15 feet from a found mag nail and being the south line of the City of Paducah property, as recorded in Deed Book 1181, at Page 40 in the office of the McCracken County Clerk; thence serving said city property North 64 degrees 56 minutes 23 seconds East, a distance of 155.25 feet to a calculated point being South 71 degrees 24 minutes 23 seconds West, a distance of 0.10 feet from a found ½-inch rebar; thence continuing to sever said city property South 41 degrees 18 minutes 30 seconds East, a distance of 329.67 feet to a found ½-inch rebar being in said north right-of-way line; thence with said north right-of-way line south 64 degrees 56 minutes 23 seconds West, a distance of 247.94 feet to the point of beginning and containing 1.465 acres.

Project Site is now more accurately described as:

Being Lease Tract A, containing 1.4650 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being a part of the same property conveyed to City of Paducah, Kentucky, by deed dated March 29, 2010, of record in Deed Book 1185, page 732, all of record in the McCracken County Court Clerk's Office.

2. Reaffirmation of the Agreement of Lease. Except for the modification set forth herein, all other terms and provisions of the Agreement of Lease entered into between the parties are expressly acknowledged, reaffirmed, and ratified by all parties hereto. All parties hereby agree to perform in strict accordance with the terms and provisions as set forth under the Agreement of Lease.

3. Miscellaneous Provisions. This Agreement shall be fully binding upon the parties hereto and their successors, and assigns as of the Effective Date.

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

TENANT:

PADUCAH RIVERFRONT HOTEL LP,

By: Paducah Hotel Inc., a Kentucky corporation,
Its General Partner

By: _____

GLENN D. HIGDON

Title: President

LANDLORD:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by Glenn D. Higdon, President, of Paducah Hotel, Inc., a Kentucky corporation, as general partner of Paducah Riverfront Hotel LP, on behalf of said limited partnership, Tenant.

Notary Public, State at Large

Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by _____, _____ (title) of City of Paducah, Kentucky, on behalf of said municipal corporation, Landlord.

Notary Public, State at Large

Notary ID # _____

My Commission expires: _____.

This document prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, KY 42002-0969
213368.doc

EXHIBIT A-10

MODIFICATION OF OPEN-END LEASEHOLD MORTGAGE FROM RIVERFRONT
HOTEL AND CITY TO LENDER
FOR TRACT B OF M-1260

See attachment.

MODIFICATION OF OPEN-END LEASEHOLD MORTGAGE

THIS MODIFICATION OF OPEN-END LEASEHOLD MORTGAGE (this "Modification") is made as of the ____ day of _____, 2018, by and between **PADUCAH RIVERFRONT HOTEL LP**, a Kentucky ULPA Limited Partnership, by and through its General Partner, Paducah Hotel Inc., a Kentucky corporation (the "Mortgagor"), as Grantor, whose address is 1401 Spring Bank Drive, Building A, Suite 8, Owensboro, KY 42303, and **INDEPENDENCE BANK OF KENTUCKY**, a Kentucky banking corporation, as Original Purchaser and Grantee (the "Mortgagee").

RECITALS

WHEREAS, reference is hereby made to that certain Bond Purchase Agreement dated as of November 1, 2015 (the "Bond Purchase Agreement") among the City of Paducah ("Issuer"), the Grantor and the Grantee, as Original Purchaser (each as defined in the Bond Purchase Agreement), the Grantee purchased the Industrial Building Revenue Bonds, Series 2015, in the aggregate principal amount of up to \$12,000,000 (the "Bonds") from the Issuer in order to finance the acquisition, construction and equipping of a hotel in downtown Paducah, Kentucky (the "Project");

WHEREAS, as a condition to the purchase of the Bonds, the Mortgagee required the Mortgagor to enter into and grant to Mortgagee a certain Open-End Leasehold Mortgage dated as of November 1, 2015 (the "Existing Mortgage"), which was recorded on November 4, 2015 in Mortgage Book 1481, page 68 in the McCracken County Clerk's Office, encumbering and pledging the Mortgagor's leasehold interest created by the Parking Site Lease dated November 1, 2015, (the "Parking Site Lease") by and between the Mortgagor and the Issuer, which parking site was identified and described on Exhibit A of the Existing Mortgage;

WHEREAS, Mortgagor and Issuer have amended the Parking Site Lease pursuant to that certain First Amendment to Parking Site Lease, dated as of _____, 2018 (the "First Amendment", and together with the Parking Site Lease, as the same may be further amended, restated, modified or supplemented from time to time, the "Amended Parking Site Lease") pursuant to which the parties have agreed to amend Exhibit B, "Parking Site" of the Lease to more accurately identify and describe the Parking Site (as defined in the Amended Parking Site Lease);

WHEREAS, Mortgagor and Mortgagee now wish to amend Exhibit A of the Mortgage to more accurately identify and describe the Parking Site in the Existing Mortgage as set forth below.

NOW, THEREFORE, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows:

AGREEMENT

1. Modification of Existing Mortgage. The Existing Mortgage is hereby modified as follows:

Exhibit A "Parking Site" of the Existing Mortgage is deleted in its entirety and replaced with the following:

Being Lease Tract B, containing 44,881 square feet, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being a part of the same property conveyed to City of Paducah, Kentucky, by deeds dated December 23, 2009, of record in Deed Book 1181, page 35 and Deed Book 1181, page 40, and deed dated March 29, 2010, of record in Deed Book 1185, page 732, all of record in the McCracken County Court Clerk's Office.

2. Ratification. Except as expressly set forth herein, Mortgagor covenants and agrees that all of the terms, covenants, promises, warranties, representations and conditions of the Existing Mortgage shall remain in full force and effect and are hereby ratified. Further, nothing contained herein shall in any way impair the validity or priority of the Existing Mortgage.

3. Counterparts. This Modification may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4. Severability. To the extent any provision of this Modification may be deemed invalid or unenforceable under any law, such provision shall be deemed void and inoperative and shall not form part of this Modification, but the remainder of this Modification shall remain in full force and effect. The parties hereto specifically declare that they would have entered into this Modification if any such void provisions had been omitted herefrom.

5. Successors and Assigns. This Modification shall inure to the benefit of and be binding upon the Mortgagor and the Mortgagee and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns. Whenever a reference is made in this Modification to "Mortgagor" or "Mortgagee," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of the Mortgagor or the Mortgagee, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have on the date set forth in the acknowledgements hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

PADUCAH RIVERFRONT HOTEL LP,

By: Paducah Hotel Inc., a Kentucky corporation,
Its General Partner

By: _____
GLENN D. HIGDON

Title: President

MORTGAGEE:

INDEPENDENCE BANK OF KENTUCKY

By: _____

Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by Glenn D. Higdon, President, of Paducah Hotel, Inc., a Kentucky corporation, as general partner of Paducah Riverfront Hotel LP, on behalf of said limited partnership, Mortgagor.

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by _____, _____ (title) of Independence Bank of Kentucky, a Kentucky banking corporation, Mortgagee.

Notary Public, State at Large

Notary ID # _____

My Commission expires: _____.

This document prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, KY 42002-0969
213093.doc

EXHIBIT A-11

MODIFICATION OF OPEN-END LEASEHOLD MORTGAGE FROM RIVERFRONT
HOTEL AND CITY TO LENDER
FOR TRACT A OF M-1260

See attachment.

MODIFICATION OF OPEN-END LEASEHOLD MORTGAGE

THIS MODIFICATION OF OPEN-END LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT AND AGREEMENT AS TO REAL ESTATE MATTERS (this "Modification") is made as of the _____ day of _____, 2018, by and between **PADUCAH RIVERFRONT HOTEL LP**, a Kentucky ULPA Limited Partnership, by and through its General Partner, Paducah Hotel Inc., a Kentucky corporation (the "Mortgagor"), as Grantor, whose address is 1401 Spring Bank Drive, Building A, Suite 8, Owensboro, KY 42303, **CITY OF PADUCAH, KENTUCKY**, a municipal corporation and political subdivision of the Commonwealth of Kentucky, (the "Issuer") of P O Box 2267, Paducah, KY 42002-2267; and **INDEPENDENCE BANK OF KENTUCKY**, a Kentucky banking corporation, as Original Purchaser and Grantee (the "Mortgagee").

RECITALS

WHEREAS, reference is hereby made to that certain Bond Purchase Agreement dated as of November 1, 2015 (the "Bond Purchase Agreement") among the City of Paducah ("Issuer"), the Grantor and the Grantee, as Original Purchaser (each as defined in the Bond Purchase Agreement), the Grantee purchased the Industrial Building Revenue Bonds, Series 2015, in the aggregate principal amount of up to \$12,000,000 (the "Bonds") from the Issuer in order to finance the acquisition, construction and equipping of a hotel in downtown Paducah, Kentucky (the "Project");

WHEREAS, as a condition to the purchase of the Bonds, the Mortgagee required the Mortgagor to enter into and grant to Mortgagee a certain Open-End Leasehold Mortgage, Security Agreement, Assignment and Agreement as to Real Estate Matters dated as of November 1, 2015 (the "Existing Mortgage"), which was recorded on November 4, 2015 in Mortgage Book 1481, page 37 in the McCracken County Clerk's Office, encumbering and pledging the Mortgagor's leasehold interest created by Agreement of Lease dated November 1, 2015, (the "Lease") by and between the Mortgagor and the Issuer, which leased premises was identified and described on Exhibit A of the Existing Mortgage;

WHEREAS, Mortgagor and Issuer have amended the Lease pursuant to that certain First Amendment to Lease, dated as of _____, 2018 (the "First Amendment", and together with the Lease, as the same may be further amended, restated, modified or supplemented from time to time, the "Amended Lease") pursuant to which the parties have agreed to amend Exhibit B, "Project Site" of the Lease to more accurately identify and describe the Project Site (as defined in the Amended Lease);

WHEREAS, Mortgagor and Mortgagee now wish to amend Exhibit B of the Mortgage to more accurately identify and describe the Project Site in the Existing Mortgage as set forth below.

NOW, THEREFORE, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows:

AGREEMENT

1. Modification of Existing Mortgage. The Existing Mortgage is hereby modified as follows:

Exhibit B "Project Site" of the Existing Mortgage is hereby modified as follows:

Project Site previously described as:

Beginning at a found ½-inch rebar and cap PLS 2547 being at the intersection of the north right-of-way line of Executive Boulevard with the east right-of-way line North Fourth Street, right-of-way line being 33.00 feet from their centerlines; thence with said east right-of-way North 24 degrees 58 minutes 42 seconds West, a distance of 316.50 feet to a calculated point being North 48 degrees 08 minutes 08 seconds West, a distance of 0.15 feet from a found mag nail and being the south line of the City of Paducah property, as recorded in Deed Book 1181, at Page 40 in the office of the McCracken County Clerk; thence serving said city property North 64 degrees 56 minutes 23 seconds East, a distance of 155.25 feet to a calculated point being South 71 degrees 24 minutes 23 seconds West, a distance of 0.10 feet from a found ½-inch rebar; thence continuing to sever said city property South 41 degrees 18 minutes 30 seconds East, a distance of 329.67 feet to a found ½-inch rebar being in said north right-of-way line; thence with said north right-of-way line south 64 degrees 56 minutes 23 seconds West, a distance of 247.94 feet to the point of beginning and containing 1.465 acres.

Project Site is now more accurately described as :

Being Lease Tract A, containing 1.4650 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being a part of the same property conveyed to City of Paducah, Kentucky, by deed dated March 29, 2010, of record in Deed Book 1185, page 732, all of record in the McCracken County Court Clerk's Office.

2. Ratification. Except as expressly set forth herein, Mortgagor covenants and agrees that all of the terms, covenants, promises, warranties, representations and conditions of the Existing Mortgage shall remain in full force and effect and are hereby ratified. Further, nothing contained herein shall in any way impair the validity or priority of the Existing Mortgage.

3. Counterparts. This Modification may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4. Severability. To the extent any provision of this Modification may be deemed invalid or unenforceable under any law, such provision shall be deemed void and inoperative and shall not form part of this Modification, but the remainder of this Modification shall remain in full

force and effect. The parties hereto specifically declare that they would have entered into this Modification if any such void provisions had been omitted herefrom.

5. Successors and Assigns. This Modification shall inure to the benefit of and be binding upon the Mortgagor and the Mortgagee and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns. Whenever a reference is made in this Modification to "Mortgagor" or "Mortgagee," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of the Mortgagor or the Mortgagee, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited.

IN WITNESS WHEREOF, Mortgagor, Mortgagee and Issuer have on the date set forth in the acknowledgements hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

PADUCAH RIVERFRONT HOTEL LP,

By: Paducah Hotel Inc., a Kentucky corporation,
Its General Partner

By: _____
GLENN D. HIGDON

Title: President

MORTGAGEE:

INDEPENDENCE BANK OF KENTUCKY

By: _____

Title: _____

ISSUER:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by Glenn D. Higdon, President, of Paducah Hotel, Inc., a Kentucky corporation, as general partner of Paducah Riverfront Hotel LP, on behalf of said limited partnership, Mortgagor.

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by _____, _____ (title) of Independence Bank of Kentucky, a Kentucky banking corporation, Mortgagee.

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by _____, _____ (title) of City of Paducah, Kentucky, a municipal corporation of the Home Rule class existing under the laws of the Commonwealth of Kentucky, on behalf of said entity, Issuer.

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

This document prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, KY 42002-0969
213144.doc

EXHIBIT A-12

MODIFICATION OF ASSIGNMENT OF RENTS AND LEASES FROM RIVERFRONT
HOTEL TO LENDER
FOR TRACT A OF M-1260

See attachment.

MODIFICATION OF ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION OF ASSIGNMENT OF RENTS AND LEASES (this "Modification") is made as of the _____ day of _____, 2018, by and between **PADUCAH RIVERFRONT HOTEL LP**, a Kentucky ULPA Limited Partnership, by and through its General Partner, Paducah Hotel Inc., a Kentucky corporation (the "Tenant"), as Grantor, whose address is 1401 Spring Bank Drive, Building A, Suite 8, Owensboro, KY 42303, and **INDEPENDENCE BANK OF KENTUCKY**, a Kentucky banking corporation, as Original Purchaser and Grantee (the "Original Purchaser").

RECITALS

WHEREAS, reference is hereby made to that certain Bond Purchase Agreement dated as of November 1, 2015 (the "Bond Purchase Agreement") among the City of Paducah ("Issuer"), the Tenant, as Grantor, and the Original Purchaser, as Grantee (each as defined in the Bond Purchase Agreement), the Original Purchaser purchased the Industrial Building Revenue Bonds, Series 2015, in the aggregate principal amount of up to \$12,000,000 (the "Bonds") from the Issuer in order to finance the acquisition, construction and equipping of a hotel in downtown Paducah, Kentucky (the "Project");

WHEREAS, as a condition to the purchase of the Bonds, the Original Purchaser required the Tenant to enter into and grant to the Original Purchaser a certain Assignment of Rents and Leases dated as of November 1, 2015 (the "Existing Assignment"), which was recorded on November 4, 2015 in Deed Book 1311, page 208 in the McCracken County Clerk's Office, encumbering and pledging any existing leases, together any and all future leases affecting the real estate described on Exhibit A (the "Property" or "Project Site") of the Existing Assignment;

WHEREAS, Tenant and Original Purchaser now wish to amend Exhibit A of the Existing Assignment to more accurately identify and describe the Property or Project Site in the Existing Assignment as set forth below.

NOW, THEREFORE, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tenant and the Original Purchaser do hereby agree as follows:

AGREEMENT

1. Modification of Existing Assignment. The Existing Assignment is hereby modified as follows:

Exhibit A "Property" or "Project Site" of the Existing Assignment is hereby modified as follows:

Property or Project Site previously described as:
Beginning at a found ½-inch rebar and cap PLS 2547 being at the intersection of the north right-of-way line of Executive Boulevard with the east right-of-way line

North Fourth Street, right-of-way line being 33.00 feet from their centerlines; thence with said east right-of-way North 24 degrees 58 minutes 42 seconds West, a distance of 316.50 feet to a calculated point being North 48 degrees 08 minutes 08 seconds West, a distance of 0.15 feet from a found mag nail and being the south line of the City of Paducah property, as recorded in Deed Book 1181, at Page 40 in the office of the McCracken County Clerk; thence serving said city property North 64 degrees 56 minutes 23 seconds East, a distance of 155.25 feet to a calculated point being South 71 degrees 24 minutes 23 seconds West, a distance of 0.10 feet from a found ½-inch rebar; thence continuing to sever said city property South 41 degrees 18 minutes 30 seconds East, a distance of 329.67 feet to a found ½-inch rebar being in said north right-of-way line; thence with said north right-of-way line south 64 degrees 56 minutes 23 seconds West, a distance of 247.94 feet to the point of beginning and containing 1.465 acres.

Property or Project Site is now more accurately described as :
Being Lease Tract A, containing 1.4650 acres, as depicted on the Waiver of Subdivision Plat for Julian Carroll Convention Center, of record in Plat Section M, page 1260, McCracken County Court Clerk's Office.

Being a part of the same property conveyed to City of Paducah, Kentucky, by deed dated March 29, 2010, of record in Deed Book 1185, page 732, all of record in the McCracken County Court Clerk's Office.

2. Ratification. Except as expressly set forth herein, Tenant covenants and agrees that all of the terms, covenants, promises, warranties, representations and conditions of the Existing Assignment shall remain in full force and effect and are hereby ratified. Further, nothing contained herein shall in any way impair the validity or priority of the Existing Assignment.

3. Counterparts. This Modification may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4. Severability. To the extent any provision of this Modification may be deemed invalid or unenforceable under any law, such provision shall be deemed void and inoperative and shall not form part of this Modification, but the remainder of this Modification shall remain in full force and effect. The parties hereto specifically declare that they would have entered into this Modification if any such void provisions had been omitted herefrom.

5. Successors and Assigns. This Modification shall inure to the benefit of and be binding upon the Tenant and the Original Purchaser and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns. Whenever a reference is made in this Modification to "Tenant" or "Original Purchaser," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of the Tenant or the Original Purchaser, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited.

IN WITNESS WHEREOF, Tenant and Original Purchaser have on the date set forth in the acknowledgements hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

TENANT:

PADUCAH RIVERFRONT HOTEL LP,

By: Paducah Hotel Inc., a Kentucky corporation,
Its General Partner

By: _____
GLENN D. HIGDON
Title: President

ORIGINAL PURCHASER:

INDEPENDENCE BANK OF KENTUCKY

By: _____
Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by Glenn D. Higdon, President, of Paducah Hotel, Inc., a Kentucky corporation, as general partner of Paducah Riverfront Hotel LP, on behalf of said limited partnership, Tenant.

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by _____, _____ (title) of Independence Bank of Kentucky, a Kentucky banking corporation, Original Purchaser.

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

This document prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, KY 42002-0969
214471.doc



BEARINGS SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE COORDINATES (SOUTH ZONE)

ZONE INFORMATION:
 THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "B-3" "B-3" = GENERAL BUSINESS ZONE
 MINIMUM YARD REQUIREMENTS: NONE
 MINIMUM AREA REQUIREMENTS: NONE
 MAXIMUM BUILDING HEIGHT: NONE

PLANNING AND ZONING CERTIFICATE OF APPROVAL
 UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES AND ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED BY THE PADUCAH PLANNING AND ZONING COMMISSION AT A MEETING HELD May 7, 2018
Cathy Cecilia
 CHAIRMAN

CERTIFICATE OF RECORDING STATE OF KENTUCKY, COUNTY OF McCRACKEN
 I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE. GIVEN UNDER MY SEAL THIS 21 DAY OF May 2018 AND RECORDED IN PLAT SECTION 1181 PAGE 136
Scott H. Griggs *Laurel Anderson*
 McCRACKEN COUNTY COURT CLERK DEPUTY COURT CLERK

INTENT:
 THE INTENT OF THIS WAIVER OF SUBDIVISION IS TO ESTABLISH AND/OR ABOLISH CERTAIN PROPERTY LINES, LEASE LINE & EASEMENTS AS SHOWN HEREON.

PLAT OF CORRECTION:
 PREVIOUS TO THE CREATION OF PLAT SECTION "M", PAGE 851 A LIMITED WARRANTY DEED WAS PROVIDED INDICATING A CHANGE FROM LEASE LINES TO PROPERTY LINES. THIS PLAT REFLECTS PROPERTY LINES WHERE LEASE LINES PREVIOUSLY EXISTED.



VICINITY MAP

PROPERTY OWNERS CERTIFICATE:
 "I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO SUBDIVIDE THE PROPERTY SHOWN AND DESCRIBED HEREON."
 CITY OF PADUCAH, KENTUCKY
 SIGNATURE - MAYOR *Scott H. Griggs* DATE 5/7/18
 PADUCAH MCCRACKEN CO. CONVENTION CENTER CORP.
 SIGNATURE - CHAIRMAN *Laurel Anderson* DATE 5/14/18

CERTIFICATE OF ACKNOWLEDGMENT:
 STATE OF Kentucky COUNTY OF McCracken
 I, Laurel Anderson NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY Scott H. Griggs WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 7 DAY OF May 2018
 NOTARY PUBLIC SIGNATURE: Laurel Anderson MY COMMISSION EXPIRES: 1-24-2020
50464374

CERTIFICATE OF ACKNOWLEDGMENT:
 STATE OF Ky COUNTY OF McCracken
 I, Liberty Bell A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY Scott H. Griggs WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 4 DAY OF May 2018
 NOTARY PUBLIC SIGNATURE: Liberty Bell MY COMMISSION EXPIRES: 5/19

EXISTING EASEMENTS FOR THE MAINTENANCE PURPOSES ON AERIAL PIPE LINE, FOR THE BENEFIT OF MIDWEST TERMINAL, INC. PER PLAT SECTION "L", PAGE 1354 & PLAT SECTION "L", PAGE 1487 AND DEED BOOK 1081, PAGE 94
 EXIST. 15' WIDE P.U.E. EASEMENT PER PLAT SECTION "L", PAGE 1487
 EXIST. 15' WIDE P.U.E. EASEMENT PER PLAT SECTION "L", PAGE 1487
 EXIST. 15' WIDE P.U.E. EASEMENT PER PLAT SECTION "L", PAGE 1487
 EXIST. 40' WIDE STORM SEWER EASEMENT PER PLAT SECTION "L", PAGE 1354
 EXIST. PARKING LOT ENCROACHES ONTO SUBJECT PROPERTY AS SHOWN HEREON AND AS SHOWN ON PLAT SECTION "L", PAGE 1487 AND IN DEED BOOK 1081, PAGE 98

GENERAL NOTES:
 ① LEASE LINES ESTABLISHED PER PLAT SECTION "L", PAGE 1354 WERE LATER CONVERTED TO PROPERTY LINES PER SPECIAL WARRANTY DEED, RECORDED IN DEED BOOK 1181, PAGE 40.

FLOOD ZONE INFORMATION:
 THIS PROPERTY HAS BEEN ZONED FLOOD ZONE AE, "1% ANNUAL CHANCE FLOOD PLAIN" AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 21145C0153F, EFFECTIVE NOVEMBER 2, 2011.

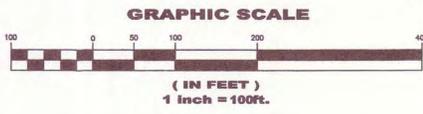
PROPERTY INFORMATION:
 OWNER/CLIENT: CITY OF PADUCAH, KENTUCKY
 P.O. BOX 2267
 PADUCAH, KY. 42002-2267
 SOURCE OF TITLE: DEED BOOK 1181, PAGE 35
 DEED BOOK 1181, PAGE 40
 DEED BOOK 1185, PAGE 732
 PLAT REFERENCES: PLAT BOOK "J" PAGE 361
 PLAT BOOK "L" PAGE 1354
 PLAT BOOK "L" PAGE 1487
 PLAT BOOK "M" PAGE 359
 PLAT BOOK "M" PAGE 360
 PLAT BOOK "M" PAGE 516

SURVEYOR'S CERTIFICATE:
 I DO HEREBY CERTIFY THAT THE BOUNDARY & TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TOPCON GR3 DUAL FREQUENCY RECEIVERS) HORIZONTAL INFORMATION IS BASED ON AN ONLINE POSITIONING USER SERVICE "OPUS" (NAD 83, KENTUCKY STATE PLANE COORDINATES SOUTH, GEOID 12A) BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY. ORIGINAL DATE OF SURVEY: JANUARY, 2017; UPDATED JANUARY 2018.
K. Jett Wood P.S. #3445
 K. JETT WOOD, P.L.S. #3445
 PROFESSIONAL LAND SURVEYOR
 THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED RIGHT-OF-WAYS AND EASEMENTS.

- LEGEND**
- RIGHT-OF-WAY LINE
 - PROPERTY LINE
 - ADJOINING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - PROPERTY LINE TO BE ABOLISHED PER THIS SURVEY
 - EASEMENT LINE TO BE ESTABLISHED PER THIS SURVEY
 - LEASE LINE TO BE ESTABLISHED PER THIS SURVEY
 - 1/2" x 18" LONG REBAR W/ PLASTIC CAP STAMPED "K.J.W.#3445" (SET UNLESS NOTED OTHERWISE)
 - MAG NAIL W/ SHINER "K.J.W.#3445" (SET UNLESS NOTED OTHERWISE)
 - EXISTING PROPERTY MARKER AS NOTED
 - △ PROPERTY LINE ANGLE POINT
 - ⊥ T.B.E. PROPERTY LINE TO BE ESTABLISHED PER THIS SURVEY
 - ⊥ T.B.A. PROPERTY LINE TO BE ABOLISHED PER THIS SURVEY

SPECIAL NOTES:
 A RECIPROCATING INGRESS/EGRESS & ACCESS EASEMENT IS ESTABLISHED PER THIS SURVEY TO SERVE ALL OPEN AREAS OF TRACTS 1-4 AND LEASE AREAS, AS DEPICTED ON THIS PLAT.

- EXISTING BUILDING
- EXISTING BUILDING (OVERHEAD)
- TRACT 3B IS TO BE OWNED BY THE CITY OF PADUCAH AND TO BE USED FOR CITY OF PADUCAH PUBLIC PARKING AND INGRESS/EGRESS TO TRACT 3A
- LEASE TRACT TO BE ESTABLISHED PER THIS SURVEY
- RECIPROCATING INGRESS/EGRESS EASEMENT



UTILITIES NOTES:
 1. THE PROPERTY SHOWN HEREON IS SERVED BY PADUCAH WATER.
 2. THE PROPERTY SHOWN HEREON IS SERVED BY SANITARY SEWER SERVICE (JSA).
 3. THE PROPERTY SHOWN HEREON IS SERVED BY PADUCAH POWER SYSTEM.

PROJECT NO. 17474 DATE: DEC. 2017
 DRAWN BY: J.WOOD CHECKED BY: _____

REV.	DESCRIPTION	DATE

BACON | FARMER | WORKMAN
 ENGINEERING & TESTING, INC.
 500 SOUTH 17th STREET, 4th FLOOR, SUITE 400
 PADUCAH, KY 42001-1000
 PHONE: 270.845.1000 FAX: 270.845.1001
 www.baconfarmerworkman.com
 BFW

WAIVER OF SUBDIVISION PLAT
 415 PARK AVENUE
 PADUCAH, McCRACKEN COUNTY, KENTUCKY
 FOR JULIAN CARROLL CONVENTION CENTER

SHEET
SV-1

ZONE INFORMATION:
 THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "B-3" OR "M-1" AS SHOWN ON EACH PARCEL.
MINIMUM YARD REQUIREMENTS:
 B-3 NONE
 M-1 FRONT: 25 FEET, REAR: 25 FEET, SIDE: 10 FEET
MINIMUM AREA REQUIREMENTS:
 B-3 NONE
 M-1 LESS THAN 4,000 SQ FT BUILDING: 7,500 SQ FT
 M-1 MORE THAN 4,000 SQ FT BUILDING: 15,500 SQ FT
MAXIMUM BUILDING HEIGHT:
 B-3 AND M-1 NONE



VICINITY MAP

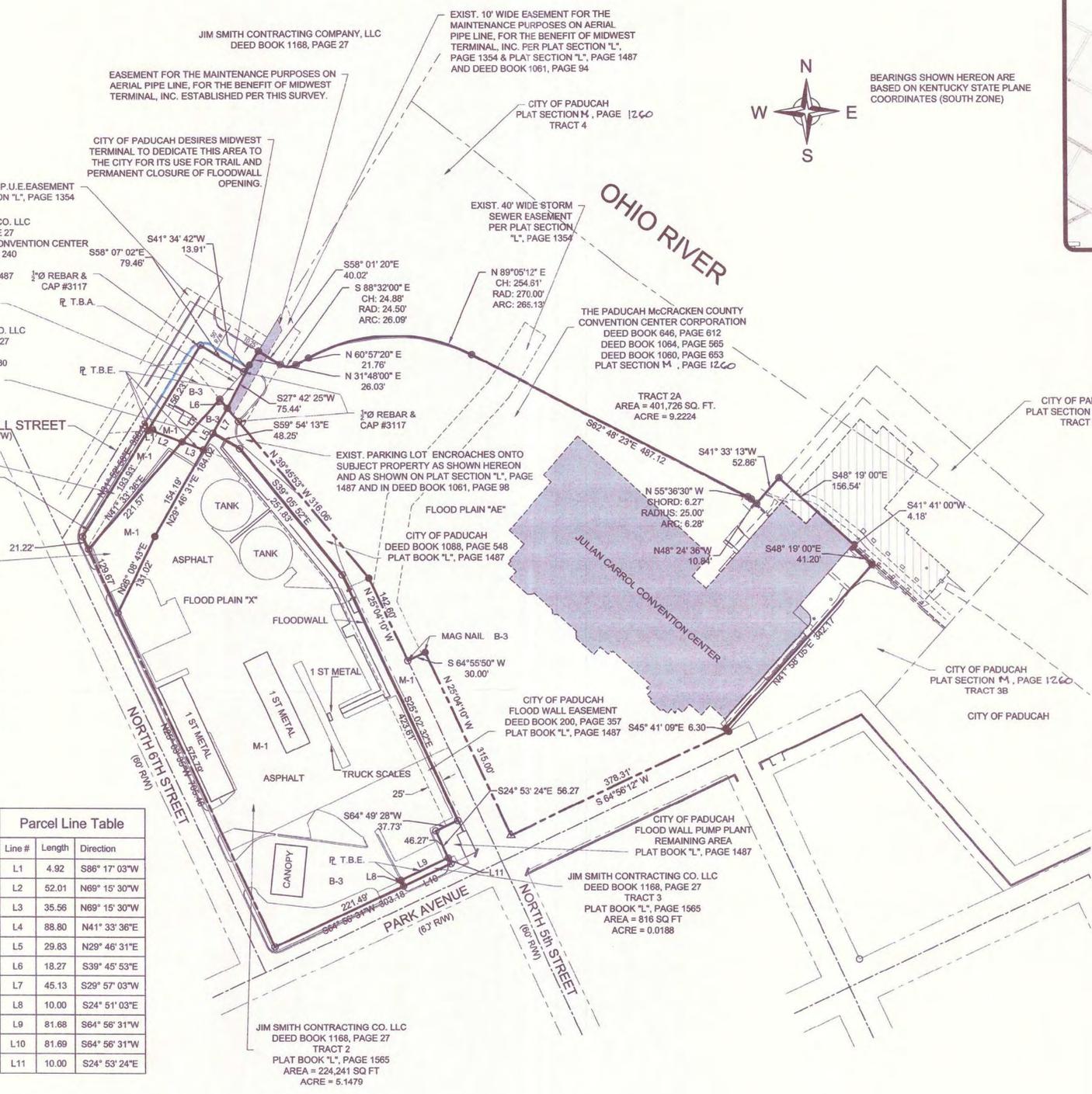
PROJECT NO.	DATE	BY	DESCRIPTION
17179	MARCH 2018	J.WOOD	REVISION

BACON | FARMER | WORKMAN
 ENGINEERING & TESTING, INC.
 525 SOUTH MAIN STREET
 PADUCAH, KY 42001
 PHONE: 270-443-1985 FAX: 270-443-1986



WAIVER OF SUBDIVISION PLAT
 MIDWEST TERMINAL
 PADUCAH, McCRACKEN COUNTY, KENTUCKY
 FOR THE CITY OF PADUCAH

SHEET
SV-1



BEARINGS SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE COORDINATES (SOUTH ZONE)

DOCUMENT NO: 587558
 RECORDED: MAY 08, 2018 09:33:00 AM
 TOTAL FEES: \$20.00
 COUNTY CLERK: JULIE GRIGGS
 DEPUTY CLERK: LAUREL ANDERSON
 COUNTY: McCRACKEN COUNTY
 BOOK: CABM PAGES: 1261 - 1261

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN
 I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE. GIVEN UNDER MY SEAL THIS 5th DAY OF May 2018 AND RECORDED IN PLAT SECTION 11, PAGE 1487.

Julie Griggs
 McCRACKEN COUNTY COURT CLERK
Laurel Anderson
 DEPUTY COURT CLERK

PROPERTY OWNERS CERTIFICATE:
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO SUBDIVIDE THE PROPERTY SHOWN AND DESCRIBED HEREON.

Chris Baugher VP/CEO DATE: 5/14/18
 JIM SMITH CONTRACTING COMPANY, LLC
Chris Baugher, Chairman DATE: 5/14/18
 SIGNATURE - CHAIRMAN
 PADUCAH-McCRACKEN CO. CONVENTION CENTER CORP.

CERTIFICATE OF ACKNOWLEDGMENT:
 STATE OF KY COUNTY OF McCracken
 I, *Doreen Starn*, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY *Chris Baugher* WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4th DAY OF May, 2018
 NOTARY PUBLIC SIGNATURE: *Doreen Starn* MY COMMISSION EXPIRES: May 28, 2021

CERTIFICATE OF ACKNOWLEDGMENT:
 STATE OF KY COUNTY OF McCracken
 I, *Larry Bell*, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY *Brian Skatz* WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4th DAY OF May, 2018
 NOTARY PUBLIC SIGNATURE: *Larry Bell* MY COMMISSION EXPIRES: 5-2-19

Parcel Line Table

Line #	Length	Direction
L1	4.92	S86° 17' 03"W
L2	52.01	N69° 15' 30"W
L3	35.56	N69° 15' 30"W
L4	88.80	N41° 33' 36"E
L5	29.83	N29° 46' 31"E
L6	18.27	S39° 45' 53"E
L7	45.13	S29° 57' 03"W
L8	10.00	S24° 51' 03"E
L9	81.68	S64° 56' 31"W
L10	81.69	S64° 56' 31"W
L11	10.00	S24° 53' 24"E

LEGEND

- RIGHT-OF-WAY LINE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EXISTING EASEMENT LINE
- 1/2" x 1/2" LONG REBAR W/ PLASTIC CAP STAMPED "J.W. #3445" (SET UNLESS NOTED OTHERWISE)
- MAG NAIL W/ SHINER "J.W. #3445" (SET UNLESS NOTED OTHERWISE)
- EXISTING PROPERTY MARKER AS NOTED
- △ PROPERTY LINE ANGLE POINT
- ⊗ "X" CUT IN CONCRETE
- EXISTING BUILDING
- ▨ EXISTING BUILDING (OVERHEAD)
- R.T.B.E. PROPERTY LINE TO BE ESTABLISHED PER THIS SURVEY
- R.T.B.A. PROPERTY LINE TO BE ABOLISHED PER THIS SURVEY



UTILITIES NOTES:
 1. THE PROPERTY SHOWN HEREON IS SERVED BY PADUCAH WATER.
 2. THE PROPERTY SHOWN HEREON IS SERVED BY SANITARY SEWER SERVICE (JSA).
 3. THE PROPERTY SHOWN HEREON IS SERVED BY PADUCAH POWER SYSTEM.

SPECIAL NOTE:
 TRACT 2A IS SUBJECT TO RECIPROCATING INGRESS/EGRESS AND ACCESS EASEMENT TO SERVE ALL OPEN AREAS PER PLAT SECTION M, PAGE 1260

INTENT:
 THE INTENT OF THIS WAIVER OF SUBDIVISION PLAT IS TO ESTABLISH & ABOLISH LOT LINES, TO ESTABLISH A PIPELINE EASEMENT, AND TO ESTABLISH AN INGRESS/EGRESS EASEMENT AS SHOWN HEREON.

FLOOD ZONE INFORMATION:
 THIS PROPERTY HAS BEEN ZONED FLOOD ZONE AE 1% ANNUAL CHANCE FLOOD PLAIN OR X .2% ANNUAL CHANCE AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 21145C0153F, EFFECTIVE NOVEMBER 2, 2011.

PROPERTY INFORMATION:
CLIENT:
 CITY OF PADUCAH, KENTUCKY
 P.O. BOX 2287
 PADUCAH, KY, 42002-2287

OWNER (TRACT 1):
 THE PADUCAH-McCRACKEN COUNTY CONVENTION CENTER CORPORATION
 605 BROADWAY
 PADUCAH, KY, 42001

SOURCE OF TITLE:
 DEED BOOK 1203, PAGE 240
 DEED BOOK 1084, PAGE 581
 DEED BOOK 1064, PAGE 565

PLAT REFERENCES:
 PLAT BOOK "M" PAGE 851

OWNER:
 JIM SMITH CONTRACTING COMPANY, LLC
 1108 DOVER ROAD
 GRAND RIVERS, KY, 42045

SOURCE OF TITLE:
 DEED BOOK 1168, PAGE 27

PLAT REFERENCES:
 PLAT BOOK "L" PAGE 1565
 PLAT BOOK "L" PAGE 1487

SURVEYOR'S CERTIFICATE:
 I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150 AND THAT THE BOUNDARY & TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC (RTK) GPS (TOPCON GR3 DUAL FREQUENCY RECEIVERS) HORIZONTAL INFORMATION IS BASED ON AN ONLINE POSITIONING USER SERVICE (OPUS) (NAD 83, KENTUCKY STATE PLANE COORDINATES SINGLE, GEOID 12B) BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY. DATE OF SURVEY: JUNE, 2017

K. Jett Wood PLS #3445
 K. JETT WOOD, P.L.S. #3445
 DATE: JUN 14, 2018
 PROFESSIONAL SEAL

THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED RIGHTS, EASEMENTS AND EASEMENTS.

PLANNING AND ZONING CERTIFICATE OF APPROVAL
 UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES AND ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED BY THE PADUCAH PLANNING AND ZONING COMMISSION AT A MEETING HELD May 2, 2018

Cathy Crocollus
 CHAIRMAN

Agenda Action Form

Paducah City Commission

Meeting Date: November 27, 2018

Short Title: Closure of Alley between Brown Street and Murray Avenue - **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]
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 20 2019



[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 20 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

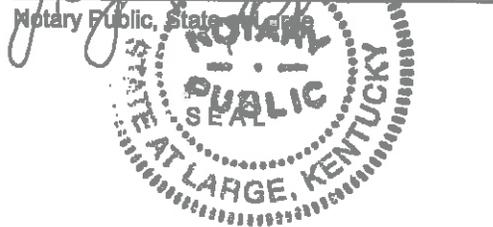
Larry Caldwell
Property Owner's Name Printed

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

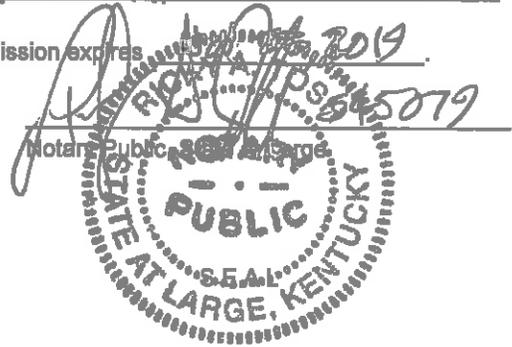
MIKE SMITH, COMMANDER
Disabled American Veterans Chapter #7
Property Owner's Name Printed

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

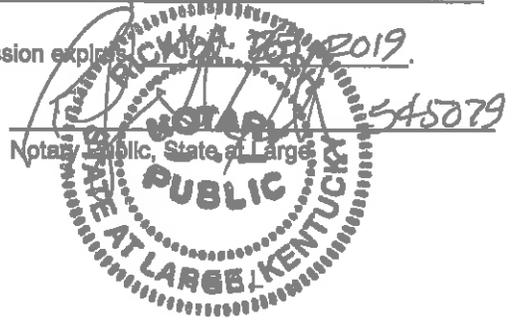
MARK FOGLESONG
MDF Atlas Holdings, LLC
Property Owner's Name Printed

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

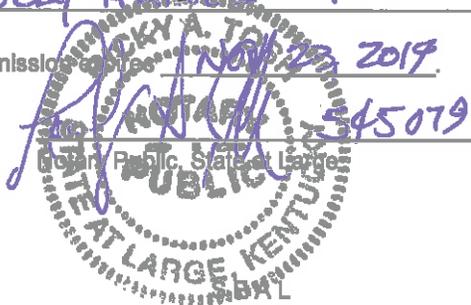
1907 Irvin Cobb Dr Paducah, KY 42003

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

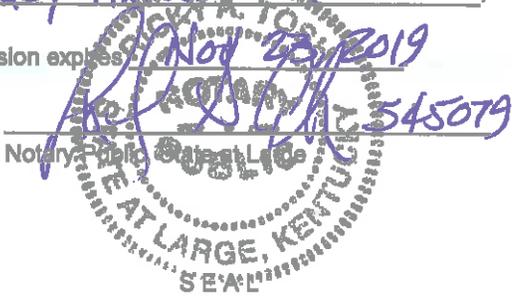
1907 Irvin Cobb Dr Paducah, KY 42003

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

CERTIFICATE OF OWNERSHIP:

I (WE), DO HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNERS SHOWN AND DESCRIBED HEREON AND FREELY GIVE OUR CONSENT TO CLOSE THE PUBLIC RIGHT OF WAY AS SHOWN AND DESCRIBED HEREON.

OWNER: John Brown DATE: 9-20-18 OWNER: Sharon Haines DATE: 9-25-18
OWNER: Mike Smith DATE: 8/21/18 OWNER: John Brown DATE: 9-19-18
OWNER: John Brown DATE: 9/19/18 OWNER: John Brown DATE: 9-19-18
OWNER: John Brown DATE: 9-19-18 OWNER: John Brown DATE: 9-19-18

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Ricky A. Toshi, A NOTARY PUBLIC IN THE STATE & COUNTY OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Brown, Mike Smith, Sharon Haines KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 20 DAY OF Aug, 2018
MY COMMISSION EXPIRES ON THE 23 DAY OF Nov, 2019

NOTARY PUBLIC
Ricky A. Toshi
345079

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Ricky A. Toshi, A NOTARY PUBLIC IN THE STATE & COUNTY OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Brown, Mike Smith, Sharon Haines KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 22 DAY OF Aug, 2018
MY COMMISSION EXPIRES ON THE 23 DAY OF Nov, 2019

NOTARY PUBLIC
Ricky A. Toshi
345079

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Ricky A. Toshi, A NOTARY PUBLIC IN THE STATE & COUNTY OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Brown KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 22 DAY OF Aug, 2018
MY COMMISSION EXPIRES ON THE 23 DAY OF Nov, 2019

NOTARY PUBLIC
Ricky A. Toshi
345079

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Ricky A. Toshi, A NOTARY PUBLIC IN THE STATE & COUNTY OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Brown, Mike Smith, Sharon Haines KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 19 DAY OF Sept, 2018
MY COMMISSION EXPIRES ON THE 23 DAY OF Nov, 2019

NOTARY PUBLIC
Ricky A. Toshi
345079

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Ricky A. Toshi, A NOTARY PUBLIC IN THE STATE & COUNTY OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Brown, Mike Smith, Sharon Haines KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 19 DAY OF Sept, 2018
MY COMMISSION EXPIRES ON THE 23 DAY OF Nov, 2019

NOTARY PUBLIC
Ricky A. Toshi
345079

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Ricky A. Toshi, A NOTARY PUBLIC IN THE STATE & COUNTY OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Brown, Mike Smith, Sharon Haines KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 25 DAY OF Sept, 2018
MY COMMISSION EXPIRES ON THE 23 DAY OF Nov, 2019

NOTARY PUBLIC
Ricky A. Toshi
345079

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Ricky A. Toshi, A NOTARY PUBLIC IN THE STATE & COUNTY OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Brown KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 22 DAY OF Aug, 2018
MY COMMISSION EXPIRES ON THE 23 DAY OF Nov, 2019

NOTARY PUBLIC
Ricky A. Toshi
345079

CERTIFICATION OF ACKNOWLEDGMENT STATE OF KENTUCKY, COUNTY OF McCRACKEN:

I, Ricky A. Toshi, A NOTARY PUBLIC IN THE STATE & COUNTY OF KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY John Brown, Mike Smith, Sharon Haines KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 19 DAY OF Sept, 2018
MY COMMISSION EXPIRES ON THE 23 DAY OF Nov, 2019

NOTARY PUBLIC
Ricky A. Toshi
345079

CERTIFICATE OF APPROVAL:

UNDER THE AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES, ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH PLANNING AND ZONING COMMISSION MEETING HELD ON THE 20 DAY OF August, 2018
Cathy Crocelsius
CHAIRMAN OF THE PLANNING AND ZONING COMMISSION

PUBLIC UTILITY OWNERS:

WE, THE UTILITY OWNERS INDICATED BELOW FREELY GIVE OUR CONSENT TO THE CLOSING OF THE 15 FOOT WIDE PUBLIC ALLEY RIGHT OF WAY LOCATED BETWEEN BROWN STREET AND MURRAY AVE AND EAST OF D.A.V. DRIVE AS SHOWN HEREON.

Eddie Tucker 9/11/2018
ATMOS ENERGY DATE

Alan Shelly 8-23-2018
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY DATE

Jeff 9/6/18
PADUCAH McCRACKEN JOINT SEWER AGENCY (JSA) DATE

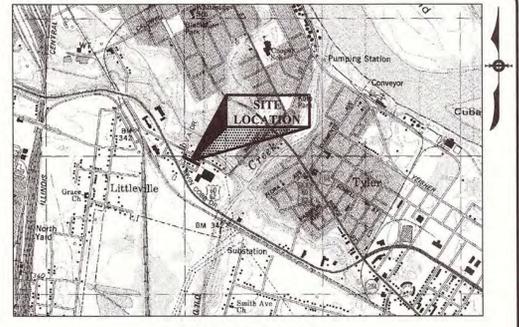
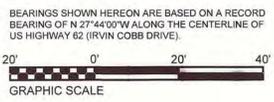
John 9/15/18
COMCAST CABLE OF PADUCAH, INC. DATE

John 9/6/18
PADUCAH POWER SYSTEM DATE

John 9/12/18
PADUCAH WATER DATE

John 8/20/18
CITY OF PADUCAH STORM SEWER DATE

CENTERLINE BROWN STREET
(50' RIGHT OF WAY PER PLAT SECTION "A", PAGE 136)



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

1/2" Ø REBAR WITH PLASTIC CAP STAMPED "R. TOSH KYPLS 2900" (FOUND) (UNLESS NOTED OTHERWISE)	PROPERTY LINE
1/2" Ø x 18" LONG REBAR WITH PLASTIC CAP STAMPED "R. TOSH KYPLS 2900" (SET) (UNLESS NOTED OTHERWISE)	ROAD CENTERLINE
1/2" Ø x 18" LONG REBAR WITH PLASTIC CAP STAMPED "WITNESS PT. KYPLS 2900" (SET)	ADJOINING PROPERTY LINE
△	ANGLE POINT (CORNER INACCESSIBLE)

FLOOD INFORMATION:
THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (SHADED) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP No. 21145C0153F DATED 11/02/2011.
ZONE "X" (SHADED) = AREAS OF 0.2% ANNUAL CHANCE FLOOD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

TITLE OPINION:
THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

INTENT:
THE INTENT OF THIS SURVEY IS TO CLOSE THE 15' WIDE ALLEY LOCATED EAST OF D.V.A. DRIVE, BETWEEN BROWN STREET AND MURRAY AVENUE, AND TO ESTABLISH A 15' x 160' INGRESS/EGRESS EASEMENT ON THE WESTERMOST PORTION OF THE CLOSED ALLEY TO SERVE THE ADJOINING PROPERTIES.

BOUNDARY SURVEY:
THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18.150.

CLIENT:
LARRY CALDWELL
1018 BROWN STREET
PADUCAH, KY 42003

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ALL RIGHTS RESERVED - COPYRIGHT © 2018 DUMMER SURVEYING & ENGINEERING SERVICES, INC. Reserve all rights to the information shown hereon. These plans may not be reproduced or copied without the express written consent of DUMMER SURVEYING & ENGINEERING SERVICES, INC. with full penalty of the law.

REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY: T. MEADOWS	FIELD SURVEY DATE: 6/18/18	SCALE: 1" = 20'
DATE: 8/17/18	DATE: 8/1/18	
REVIEWED BY: R. TOSH	FIELD BOOK No.: 136, PAGE 35	COORD FILE: 2018086
DATE: 8/17/18	TRACT No.: 171, PAGE 23	
APPROVED BY:	REF. JOB No.: 2015071	SCREEN FILE: 2018086 ALLEY CLOSURE REV 8-17-18

DUMMER SURVEYING & ENGINEERING SERVICES, INC.
434 South 8th Street Paducah, Kentucky 42003
KY: 270-444-0220 FAX: 270-444-9493
IL: 618-524-4209 www.dsands.com

PLAT OF SURVEY OF ALLEY CLOSING IN BLOCK 7 OF THE CHAMBLIN, MURRAY & BROWN'S ADDITION
SOUTH OF BROWN STREET, EAST OF D.A.V. DRIVE
PADUCAH, McCRACKEN COUNTY, KENTUCKY

SHEET No. **1**
DATE: JOB No. **2018086**

ZONING INFORMATION:
THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "M-2" PER CITY OF PADUCAH PLANNING DEPARTMENT. ZONE "M-2" = HEAVY INDUSTRIAL ZONE

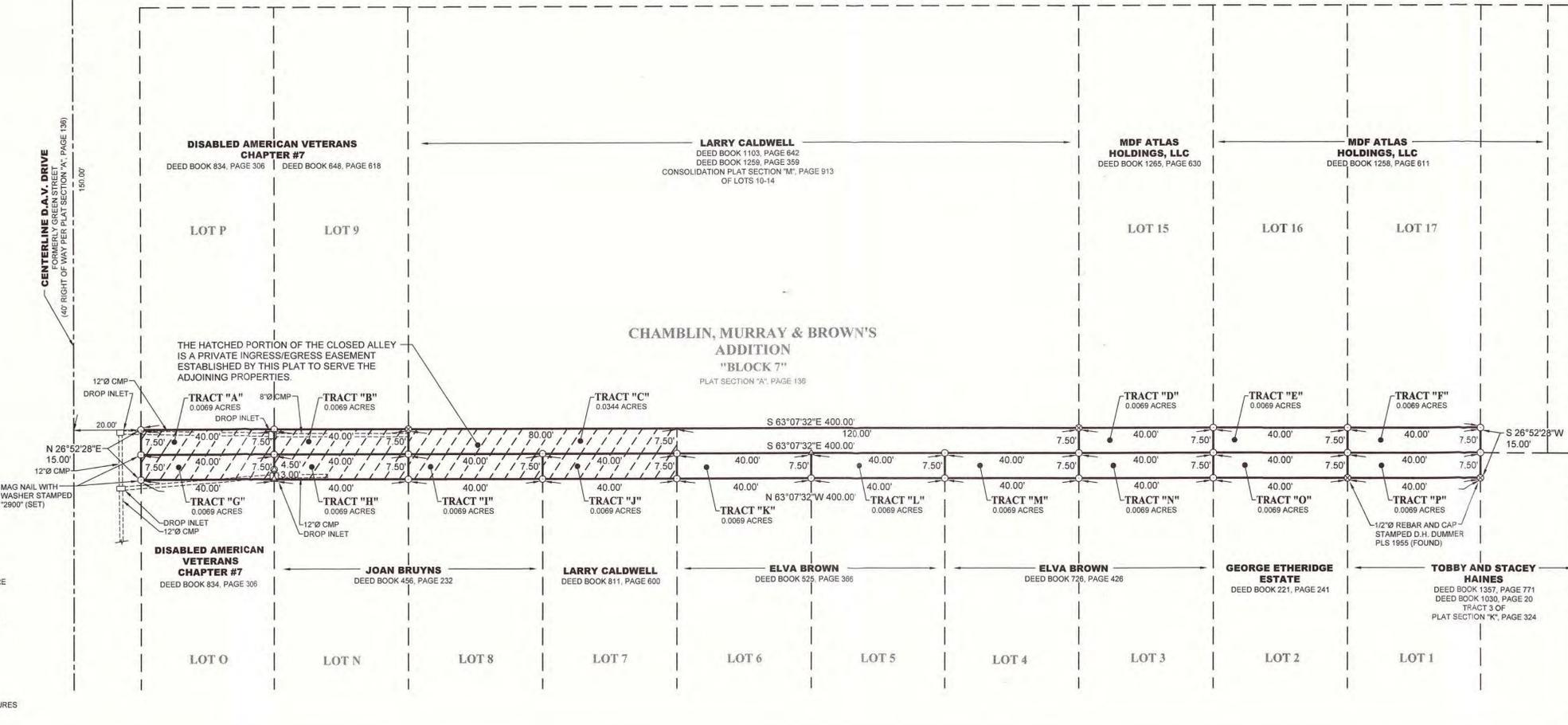
MINIMUM YARD REQUIREMENTS:
a. PERMITTED USES HAVING A TOTAL PLAN FLOOR AREA OF 10,000 SQUARE FEET OR LESS:
1. FRONT YARD: 25 FEET EXCEPT FOR HIGHWAY STRIP USES FOR WHICH A 50' FRONT YARD IS REQUIRED.
2. SIDE YARD: 10 FEET
3. REAR YARD: NONE EXCEPT WHERE ABUTTED BY A RESIDENTIAL ZONE, IN WHICH CASE A REAR YARD OF 25 FEET.
4. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED IN THE MINIMUM FRONT YARD

b. PERMITTED USES HAVING A TOTAL PLAN FLOOR AREA OF MORE THAN 10,000 SQUARE FEET:
1. FRONT YARD: 50 FEET
2. SIDE YARD: 25 FEET
3. REAR YARD: NONE EXCEPT WHERE ABUTTED BY A RESIDENTIAL ZONE, IN WHICH CASE A REAR YARD OF 25 FEET.

MINIMUM AREA REQUIREMENTS:
a. PERMITTED USES HAVING A TOTAL PLAN FLOOR AREA OF 4,000 SQUARE FEET OR LESS:
1. MINIMUM LOT AREA: 7,500 SQUARE FEET
2. MINIMUM LOT WIDTH: 60 FEET
b. PERMITTED USES HAVING A TOTAL PLAN FLOOR AREA OF MORE THAN 4,000 SQUARE FEET:
1. MINIMUM LOT AREA: 15,000 SQUARE FEET
2. MINIMUM LOT WIDTH: 75 FEET

MAXIMUM BUILDING HEIGHT:
NONE

MAXIMUM LOT COVERAGE:
a. PRINCIPAL STRUCTURES: 50 PERCENT OF GROSS LOT AREA.
b. TOTAL COVERAGE BY PRINCIPAL STRUCTURES, ACCESSORY STRUCTURES AND OUTSIDE STORAGE: 70 PERCENT OF GROSS LOT AREA.



Agenda Action Form Paducah City Commission

Meeting Date: November 27, 2018

Short Title: Repeal Paducah Code of Ordinances Section 66-93- **L PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Brandon Barnhill, Stacey Blankenship
Presentation By: Lindsay Parish

Background Information: Section 66-93 of the Paducah Code of Ordinances regarding profane, offensive or indecent language was enacted in 1967. On February 16, 2017, the Supreme Court of Kentucky addressed an issue relating to ordinances regulating speech. This opinion from the Kentucky Supreme Court has led the City of Paducah to request an attorney opinion on the constitutionality of Section 66-93 of the Paducah Code of Ordinances.

Attorney opinion is that Code Section 66-93 is a content-based restriction in regard to speech and as such is invalid. In an effort to keep current municipal codes relevant, valid and enforceable, the best course of action is to repeal Code Section 66-93 in its entirety.

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: Repeal Section 66-93 of the Paducah Code of Ordinances in its entirety.

Attachments:

1. Ordinance
2. Attorney Memo

ORDINANCE NO. 2018-- ____ - _____

AN ORDINANCE REPEALING CHAPTER 66, SECTION 66-93, OFFENSIVE, PROFANE OR INDECENT LANGUAGE, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance repeals Chapter 66, Section 66-93, Offensive, Profane or Indecent Language, of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted to repeal Code Section 66-93 in its entirety.

NOW THEREFORE, be it ordained by the City Commission of the City of Paducah as follows:

SECTION 1. That Section 66-93, Offensive, Profane or Indecent Language, of Chapter 66, Offenses And Miscellaneous Provisions, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby repealed in its entirety:

~~“**Sec. 66-93. – Offensive, profane or indecent language.** It shall be unlawful for any person to utter, in a loud or boisterous manner, any offensive, profane or indecent words or epithets in any public street or other public place, public conveyance, or place to which the public is invited, which offensive, profane or indecent words or epithets shall include, but are not limited to:~~

- ~~(1) Use of the Lord's name in vain.~~
- ~~(2) Use of common words denoting or relating to the questionable parentage of another.~~
- ~~(3) Use of any derogatory words relating to the privates of a male, female or hermaphrodite.~~
- ~~(4) Use of any derogatory words relating to the reproductive method of males and females, whether or not used in connection with profane language.~~
- ~~(5) Use of any derogatory words relating to the method of sexual intercourse with relatives or strangers.”~~

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

SECTION 3. COMPLIANCE WITH OPEN MEETINGS LAWS. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 27, 2018

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\66 – Repeal Profane, Offensive or Indecent Language



100 South 4th St., Suite 400
Paducah, Kentucky 42001
TELEPHONE: (270) 448-8888
FACSIMILE: (270) 448-0998
www.kkhblaw.com
E-mail: sblankenship@kkhblaw.com

MEMORANDUM

THIS MEMORANDUM WAS CREATED BY LEGAL COUNSEL FOR THE CITY OF PADUCAH AND CONTAINS ATTORNEY-CLIENT AND WORK PRODUCT PRIVILEGED AND CONFIDENTIAL INFORMATION.

TO: James Arndt and Lindsay Parish
FROM: Stacey A. Blankenship
DATE: November 19, 2018
RE: Ordinance regarding offensive language

On February 16, 2017, the Supreme Court of Kentucky addressed an issue relating to ordinances regulating speech. Our review of the Court's opinion leads us to believe that the City's current ordinance for offensive language is unconstitutional. Please allow this memo to serve as a summary of this opinion, our review of the City's ordinance in light thereof, and our recommendation.

Dennis Champion v. Commonwealth of Kentucky.

Dennis Champion v. Commonwealth of Kentucky, 2015-SC-000570-DG (Ky. February 16, 2017) is an appeal from a Lexington man's criminal charges for panhandling. Mr. Champion had been arrested at a prominent intersection in Lexington for holding up a handmade sign begging for financial assistance. In 2007, the Lexington-Fayette Urban County Government enacted an ordinance prohibiting "begging and solicitation of alms," and assigning criminal sanctions for violation thereof. Specifically, the ordinance stated:

- (1) No person shall beg or solicit upon the public streets or at the intersection of said public streets within the urban county area.
- (2) Any person who violates any provision of this section shall be imprisoned not less than ten (10) days nor more than thirty (30) days or both for each offense.

ATTORNEY-CLIENT PRIVILEGED
ATTORNEY WORK PRODUCT

Following his arrest, Champion entered a conditional guilty plea, and later appealed the judgment. On appeal, Champion challenged the constitutionality of the ordinance, stating in part that the ordinance was an abridgement of his freedom of speech. After a series of reviews the Supreme Court elected to review the matter.

The Supreme Court ultimately held that the ordinance was an unconstitutional regulation of speech. In its analysis, the high court explained that, under the Free Speech Clause, “government is powerless to restrict an expression because of its message, its ideas, its subject matter, or its content.” More specifically, content-based laws – those that target particular speech based on its communicative content – are “presumptively unconstitutional [under the First Amendment] and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests.”

The Supreme Court determined that panhandling is a protected form of speech, similar to soliciting to charitable organizations, and applied strict scrutiny to determine if the ordinance would nevertheless be permissible for “further[ing] a compelling interest [of the government] and [being] narrowly tailored to that end.”

The Court examined Lexington’s proffered reason for the ordinance – the city’s desire to ensure public safety and to ensure the free flow of traffic, particularly regulating interactions between pedestrians and people driving vehicles. However, the Court was unconvinced that the panhandling ordinance furthered the governmental interest in this respect, calling it “disingenuous at best.” Essentially, the Court could not see the difference between an individual holding up a sign that says, “Jesus Saves,” or “Not my president,” versus, “Please help – homeless and hungry.” Because only those related to panhandling or begging were prohibited, the ordinance was held to restrict speech based on content. Ultimately, the ordinance was held to be unconstitutional, and the case was remanded back to the Fayette District Court with instructions to dismiss Champion’s criminal charges.

Upon review, we have determined that the City’s offensive language ordinance is likely unconstitutional. Sec. 66-93 provides:

It shall be unlawful for any person to utter, in a loud or boisterous manner, any offensive, profane or indecent words or epithets in any public street or other public place, public conveyance, or place to which the public is invited, which offensive, profane or indecent words or epithets shall include, but are not limited to:

ATTORNEY-CLIENT PRIVILEGED
ATTORNEY WORK PRODUCT

- (1) Use of the Lord's name in vain.
- (2) Use of common words denoting or relating to the questionable parentage of another.
- (3) Use of any derogatory words relating to the privates of a male, female or hermaphrodite.
- (4) Use of any derogatory words relating to the reproductive method of males and females, whether or not used in connection with profane language.
- (5) Use of any derogatory words relating to the method of sexual intercourse with relatives or strangers.

This is clearly a "content-based" law and is presumptively invalid. It appears this ordinance was originally enacted in 1967, and so we understand the City's likely intent in enactment at that stage. However, it appears that, even if valid in 1967, it is no longer good law. Repealing this ordinance is most likely the best resolution of this issue. Please let me know if you have any questions.