



**CITY COMMISSION MEETING
AGENDA FOR AUGUST 22, 2023
5:00 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

PUBLIC COMMENTS

MAYOR PRO TEM REMARKS

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 August 8, 2023, Board of Commissioners meeting
	B.	Receive & File Documents
	C.	Reappointment of Patrick Perry and Carol Young to the Board of Adjustment
	D.	Reappointment of Melinda Winchester and appointment of Carol Gault to the Code Enforcement Board
	E.	Appointment of Ryan Garner to the Paducah-McCracken County Convention Center Corporation Board
	F.	Reappointment of Bruce Carter, Jackie Smith, Mary Hammond, Paul Grumley, Monica Feiler and Karen Petter and appointment of Lori Hogancamp and Leslie Haywood to the Civic Beautification Board
	G.	Personnel Actions
	H.	Authorize the City Manager to issue a Request for Bid for a pour-in-place (PIP) rubber surface for the playground improvements at Robert Coleman Park - A. CLARK
	II.	<u>MUNICIPAL ORDER(S)</u>

		A.	Authorize a contract with Chambers Roofing Co., Inc for Market House roof replacement in an amount of \$83,887.04 - C. YARBER
		B.	Authorize the Mayor to execute an annual appropriations agreement with Paxton Park in the amount of \$100,000 for FY24 - A. CLARK
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Authorize the Closing of 31,659 Square Feet of Plum Street and 111,331 Square Feet of Brower Circle - R. MURPHY
		B.	Approve Section 8 Housing Choice Voucher Program FY24 Budget - D. JORDAN
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	V.	<u>EXECUTIVE SESSION</u>	

August 8, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 8, 2023, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PROCLAMATION

Mayor Bray presented a proclamation to Charter Senior Living of Paducah representatives proclaiming August 8, 2023, as Charter Senior Living Day.

PRESENTATION

Bruce Wilcox, President and CEO of Greater Paducah Economic Development gave an annual update.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Item I(E) was removed by Mayor Bray for separate discussion. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the July 25, 2023, Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Deed File:</u> 1. Deed of Conveyance – City of Paducah to Harriet Marie Hamilton – MO #2747 2. Deed of Conveyance – City of Paducah to Ebert and Glenda Denkins – MO #2755 <u>Contract File:</u> 1. Contract For Service – City of Paducah and Paducah Wall to Wall Mural Board – Mayor Sign 2. One-Year Renewal Agreement with Aramark Uniform Services – Public Works, Engineering and Parks Department – MO #2476 3. Midstates Construction Company – PFWG – Change Order on Robert Cherry Civic Center - MO #2760 4. Contract For Services with Rightway Janitorial Services – MO #2762

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	5. Contract with Valley Contracting Services – Renovation of Probation and Parole Office – MO #2763 6. Contract with Linwood Motors – Purchase of eight Police Pursuit Rated SUVs – MO #2765 7. Declaration of Trust and Trust Participation Agreement Kentucky League of Cities – Workers Compensation Trust – MO #2766 8. Trust Participation Agreement – Kentucky League of Cities – General Insurance Trust – MO #2767 9. Contract Extension for Endpoint Detection and Response services through Kroll, Inc. – MO #2769 10. Contract For Services FY2024 – Paducah Transit Authority – MO #2770 11. Contract For Services FY2024 – GPEDC, Inc. – MO #2771 12. Contract Modification for Pickleball Courts to extend the Contract – MO #2773 <u>Financials File:</u> 1. Paducah Water Works – Month Ended June 30, 2023 <u>Bids File:</u> 1. Exterior Repairs of Fire Station # 2 – MO 2745 2. RFQ – Custodial Services for City Parks Building and Restroom Facilities – MO #2762 a. Rightway Janitorial Services * (awarded bid) b. Atlas 3. Probation & Parole Office Building Construction – MO #2763 a. Valley Contracting Services, Inc. (sole bid) 4. Pac Mac Mini Packer – MO #2764 a. Tag Truck Center (State Contract #KY MA 605 2000000447) 5. Eight Police Pursuit Rated SUVs for Police Department – MO #2765 a. Linwood Motors (lowest evaluated bid)
I(C)	Reappointment of Gayle Kaler and Appointment of Micky Carman to the Paducah Planning Commission. Said terms shall expire August 31, 2027.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 2 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR CONSTRUCTION AND MATERIAL ITEMS AT THE ROBERT CHERRY CIVIC CENTER, IN THE AMOUNT OF \$6,168.52 AND A FORTY FIVE (45) DAY CONTRACT EXTENSION, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME REMOVED FOR SEPARATE CONSIDERATION
I(F)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE MELBER VOLUNTEER FIRE DEPARTMENT, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #2775; BK 13)

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I(G)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$190,000 FROM WASTEQUIP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR FY204 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2776; BK 13)
I(H)	A MUNICIPAL ORDER ACCEPTING THE BID OF RAY BLACK & SON IN AN AMOUNT OF \$45,128 FOR RENOVATIONS TO THE HOTEL METROPOLITAN PURPLE ROOM AND AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS AND DOCUMENTS RELATED TO SAME (MO #2777; BK 13)

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

MUNICIPAL ORDER

AUTHORIZE CONTRACT MODIFICATIONS IN THE AMOUNT OF \$6,168.52 FOR CONSTRUCTION AND MATERIAL ITEMS AT THE ROBERT CHERRY CIVIC CENTER

Commissioner Henderson offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 2 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR CONSTRUCTION AND MATERIAL ITEMS AT THE ROBERT CHERRY CIVIC CENTER, IN THE AMOUNT OF \$6,168.52 AND A FORTY-FIVE (45) DAY CONTRACT EXTENSION, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2774, BK 13)**

ORDINANCE ADOPTIONS

CONTRACT MODIFICATION TO CONSTRUCTION CONTRACT WITH PACE CONTRACTING – FLOODWALL PUMP STATION #2 PROJECT

Commissioner Smith offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 3 WITH PACE CONTRACTING, LLC. TO DECREASE THE CONTRACT BY \$10,000 FOR THE

August 8, 2023

PUMP STATION #2 REHABILITATION PROJECT.” This Ordinance is summarized as follows: The Mayor is hereby authorized to execute Contract Modification No. 3 with Pace Contracting, LLC to decrease the contract amount by \$10,000, adjusting the total construction project from \$5,027,269.64 to \$5,017,269.64.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-08-8786; BK 36)**

APPROVE CONTRACT MODIFICATION TO CONSTRUCTION CONTRACT WITH JIM SMITH CONTRACTING, LLC FOR THE BUCKNER LANE PROJECT

Commissioner Wilson offered motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH JIM SMITH CONTRACTING, LLC TO DECREASE THE CONTRACT BY \$74,320 FOR THE BUCKER LANE PROJECT.” This Ordinance is summarized as follows: The Mayor is hereby authorized to execute Contract Modification No. 1 with Jim Smith Contracting, LLC for a decrease in the amount of \$74,320 and a new total contract cost of \$1,911,194.37.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-08-8787; BK 36)**

DISCUSSION

Communications Manager Pam Spencer offered the following summary:

2023 Commission Priorities Update

Assistant City Manager Michelle Smolen presented a mid-year report on the work underway on the 2023 Commission Priorities.

The following are Commission Priorities with a few highlights:

- **Bike Lanes & Trails** – The City has received the National Park Service – River, Trails, and Conservation Assistance Program Technical Assistance Grant which will be used to further the design of the Greenway Trail and urban bike extensions. The kickoff with the National Park Service is scheduled for September.
- **City Facilities** – The Robert Cherry Civic Center renovation project is underway and scheduled for completion in late December. Plus, the City has set aside more than \$2 million in a capital improvement fund for city facility renovations and new construction. Mayor George Bray said, “For the longest time, the City has had a program to set aside funds for the replacement of vehicles but has not focused on the long-term needs of our facilities. This \$2 million is a signal that the City is committed to current and future facilities.”
- **Community Growth** – The City has contracted with MakeMyMove for remote worker recruiting assistance.
- **Downtown** – The BUILD grant project is working toward a goal of finishing the design this year and soliciting a construction contract with construction to begin in Spring 2024.

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The public amenities for the City Block project are under construction with the hotel foundation to begin later this summer.

- **Housing** – The City-County comprehensive plan project is underway with more than 300 community members so far engaged in providing input. An online survey will be launched soon to gather additional community input.
- **Minority Inclusion** – The City is recruiting for a Diversity Specialist who will work with the recently repopulated Paducah Human Rights Commission.
- **Neighborhoods** – The Paducah Police Department has held 14 neighborhood meetings so far to gather public feedback. The City has created an informational business card to be distributed during the neighborhood meetings.
- **Quality of Life** – In May, the City launched a Mental Health Awareness Campaign. Also, the City launched a beautification and code awareness social media campaign.
- **Revenue Equity** – The Finance Department is proactively seeking non-compliant businesses and recruiting for a revenue technician position.
- **Southside Enhancements** – The Planning Department finalized a package of Southside residential and business incentives.

The following are Continuous Improvement items with a few highlights:

- **911 Radio Equipment Upgrade, Governance, and Revenue** – The City and County are working through finalizing a contract with Communications International for the radio and tower improvement project. The City and County are exploring a parcel fee on property tax bills as a funding source.
- **City/County Outdoor Sports Complex** – The project is designed with the team preparing construction documents to place the project out to bid this fall. The request for proposals for the relocation of the dog parks is expected to be released as early as this month.
- **Continue Efforts to Improve Operational Efficiencies in the Development Process and Throughout All City Departments** – Several departments have implemented measures to improve efficiency including the addition of GPS routing on solid waste trucks and the conversion to Microsoft 365.
- **Protecting Key Historical and Cultural Resources** – Rhodes Heritage Group is finalizing recommendations for preserving and stewarding key historical and cultural resources including the Hotel Metropolitan, Columbia Theatre, Stuart Nelson Park, and the Oscar Cross House.
- **Stormwater** – The Buckner Lane Bridge Replacement Project is completed which enlarged the bridge's hydraulic opening over Crooked Creek along with the installation of an improved box culvert under Oakcrest to reduce the times Crooked Creek tops the roadway.

COMMISSION COMMENT:

Commissioner Smith commented on the excessive speed on Lone Oak Road and the potential of reducing the speed limit in that area. City Manager Jordan stated that the State controls Lone Oak Road, but he could have a discussion with the State regarding the concerns.

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EXECUTIVE SESSION #1

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

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

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5)

RECONVENE IN OPEN SESSION

Commissioner Henderson offered motion, seconded by Commissioner Guess, that the Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5)

MUNICIPAL ORDER

ACTION ON REAL ESTATE LOCATED AT 2301 McCRACKEN BOULEVARD

Commissioner Smith offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER DECLARING THE REAL PROPERTY AS IMPROVED LOCATED AT 2301 MCCRACKEN BOULEVARD TO BE SURPLUS PROPERTY, AUTHORIZING THE SALE OF THE PROPERTY TO NEWGEN VENTURES, LLC, FOR AND IN CONSIDERATION OF \$3,000,000.00, AUTHORIZING THE CITY’S PORTION OF THE SALE PROCEEDS TO BE USED TO REDEEM, PAY AND DISCHARGE THE KENTUCKY TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B, AND AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE SALE & PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5) **(MO #2778, BK 13)**

EXECUTIVE SESSION #2

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

August 8, 2023

- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)
- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f)
- Conduct a performance review of the City Manager. KRS 83A.150(4)(d)

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5)

RECONVENE IN OPEN SESSION

Commissioner Guess offered motion, seconded by Commissioner Smith, that the Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5)

ADJOURN

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the meeting be adjourned.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5).

TIME ADJOURNED: 8:14 p.m.

ADOPTED: August 22, 2023

George P. Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

August 22, 2023

RECEIVE AND FILE DOCUMENTS:

Deed File:

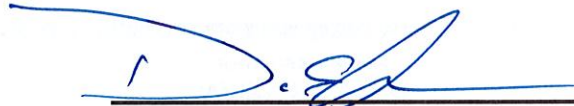
1. Quitclaim Deed – City of Paducah to Jim Smith Contracting Company, LLC –
ORD 2023-05-8722

Contract File:

1. Change Order – Jim Smith Contracting – Buckner Lane Project – ORD 2023-08-8787
2. Contract Modification – Robert Cherry Civic Center – Midstates Construction –
MO #2774
3. Contract For Services between City of Paducah and Melber Volunteer Fire Department –
MO #2775

CITY OF PADUCAH
August 22, 2023

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



City Manager's Office Signature

8/12/2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
August 22, 2023**

NEW HIRES - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Kirk, Allison N.	Recruit Officer / Patrolman	\$26.36/hr	NCS	Non-Ex	October 5, 2023

PUBLIC WORKS

Wilso, Davonte	Solid Waste Truck Driver	\$20.88/hr	NCS	Non-Ex	August 24, 2023
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PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)

<u>FINANCE</u>	<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>
Arellano-Tapia, Anayeli	Revenue Technician \$19.58/hr	Revenue Technician \$19.78/hr	NCS	Non-Ex	August 10, 2023
Millay, Stephanie M	Revenue Auditor \$29.21/hr	Revenue Auditor \$30.09/hr	NCS	Ex	August 24, 2023

FIRE - PREVENTION

Utz, Stephen	Code Enforcement Officer \$27.37/hr	Code Enforcement Officer \$28.19/hr	NCS	Non-Ex	August 10, 2023
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HUMAN RESOURCES

Huskey, McKenzie	HR Generalist \$24.95/hr	HR Generalist \$25.70/hr	NCS	Ex	August 10, 2023
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TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Clark, Kyle Chad	Deputy Building Inspector	Resignation	August 18, 2023

PUBLIC WORKS

Rogers, Terry M.	Solid Waste Truck Driver	Resignation	August 4, 2023
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Agenda Action Form

Paducah City Commission

Meeting Date: August 22, 2023

Short Title: Authorize the City Manager to issue a Request for Bid for a pour-in-place (PIP) rubber surface for the playground improvements at Robert Coleman Park - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: In December 2022, the Board of Commissioners approved a purchase agreement with DWA Recreation for new playground equipment for Robert Coleman Park. In April 2023, the Board of Commissioners approved a grant application for a crumb rubber playground surface grant through the Kentucky Division of Waste Management. In June, 2023, the Board of Commissioners approved a 2nd purchase agreement for additional inclusive playground features. In July, 2023 we received notification that we did not receive the grant funding to put new pour in place rubber surfacing in place.

Upon approval the Parks and Recreation Department will issue a Request for Bids for a pour in place rubber surface, to include aggregate, rubber surfacing, and installation for the new playground installation project for Robert Coleman Park.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Southside; Facility Improvements.

Communications Plan:

Funds Available: Account Name: Coleman Park Project

Account Number: PA0129

Staff Recommendation: Approve

Attachments:

1. MO RFB - PIP rubber surface - Robert Coleman Park

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ISSUE A REQUEST FOR BIDS FOR A POUR-IN-PLACE
(PIP) RUBBER SURFACE FOR THE PLAYGROUND IMPROVEMENTS AT
ROBERT COLEMAN PARK

WHEREAS, the Parks and Recreation Department desires to issue a Request for Bids for 3,400 square feet of pour-in-place (PIP) rubber surfacing, to include aggregate, rubber surfacing and installation for the new playground installation project for Robert Coleman Park.

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

SECTION 1. That the City Manager is hereby authorized and directed to issue a Request for Bids for 3,400 square feet of pour-in-place (PIP) rubber surfacing, to include aggregate, rubber surfacing and installation for the new playground installation project for Robert Coleman Park.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 22, 2023
Recorded by Lindsay Parish, City Clerk, August 22, 2023

MO\RFB PIP rubber surface – Robert Coleman Park

Agenda Action Form

Paducah City Commission

Meeting Date: August 22, 2023

Short Title: Authorize a contract with Chambers Roofing Co., Inc for Market House roof replacement in an amount of \$83,887.04 - **C. YARBER**

Category: Municipal Order

Staff Work By: Chris Ferrell , Marcey Simmons

Presentation By: Chris Yarber

Background Information: On August 3, 2023, sealed bids were opened for the Market House roof replacement. One bid was received from Chambers Roofing Co., Inc, with a responsive evaluated bid in accordance with the specifications, at a price of \$83,887.04.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Facilities

Communications Plan:

Funds Available: Account Name: City Facilities Improvements

Account Number: PF0079

Staff Recommendation: Authorize a Municipal Order allowing the Mayor to authorize a contract with Chambers Roofing Co., Inc for the Market House roof replacement in accordance with the plans, specifications and other contract documents at the price of \$83,887.04.

Attachments:

1. MO Chambers Roofing – Market House Roof Replacement
2. Chambers Roofing Proposal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF CHAMBERS ROOFING CO., INC. FOR REPLACEMENT OF THE MARKET HOUSE BUILDING ROOF IN THE AMOUNT OF \$83,887.04 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Chambers Roofing Co., Inc. for replacement of the roof at the Market House building, located at 132 Market House Square, in the amount of \$83,887.04, said bid being in substantial compliance with bid specifications, and as contained in the bid of Chambers Roofing Co., Inc. of August 3, 2023.

SECTION 2. The Mayor is hereby authorized to execute a contract with Chambers Roofing Co., Inc. in the amount of \$83,887.04 for roof replacement at the Market House, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to City Facilities Improvements, Account No. PF0079.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 22, 2023
Recorded by Lindsay Parish, City Clerk, August 22, 2023

MO\Chambers Roofing – Market House Roof Replacement

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

**BID PROPOSAL FOR ROOF REPLACEMENT
MARKET HOUSE BUILDING**

Proposal of Chambers Roofing Co., Inc.
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as a corporation *, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)

**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all permits, inspections, labor, materials, equipment, tools, hauling, disposal, transportation, fuel, supplies and items necessary to remove the existing roof and replace with new GAF Timberline HDZ shingles on the Market House Building all in accordance with the plans, specifications and other contract documents prepared by the City of Paducah Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form and to furnish the required bonds and insurance within ten (10) days after the Contract is presented for signature.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **Thirty (30)** consecutive calendar days thereafter.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made by the Owner to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

BID PROPOSAL:

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	AMOUNT
1.	Market House Building New Roof	Lump Sum	\$83,887.04*

Attachments to the Bid Proposal Required:

1. Bidder's Required Certification Signed and Notarized.
2. Manufacturer Data Specification Sheets
3. Roof Warranty Information

SUB-CONTRACTORS:

Subcontractors (if any) who the bidder proposes to use on the project shall be listed. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

COMPANY	CONTACT	PHONE	WORK PROPOSED	%
Olger Construction	Junior Olger	812-499-5799	Tearing off old roof and installing new roof	80%

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

ADDENDUM

The Bidder hereby acknowledges receipt of Addenda(s) # 1 (if any) Dated July 26, 2023 and is fully aware of the implications of the addendums on the Bid. #2 Dated August 2, 2023

*Pro-rata share of overhead and profit: 40% profit/60% overhead.

*Work and materials associated with any carpentry work is not included in the lump sum above and will be billed at the conclusion of the project.

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Chambers Roofing Co., Inc.

BY: Mark Chambers

DATE: 7-26-23

TITLE: President

ADDRESS: 2605 Cairo Road

Paducah, KY 42001

PHONE: 270-442-8326

FAX: N/A

CELL PHONE: 270-519-8329

E-MAIL: chambersroofingky@gmail.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 01-133-7892

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 151494

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 4282

ADDENDUM NO. 1

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

**BID PROPOSAL for
MARKET HOUSE ROOF REPLACEMENT**

ADDENDUM NO. 1 – JULY 26, 2023

This document is an Amendment of the Bid Proposal for the **Market House roof replacement** and shall be a part of and included in the Contract. When the Addendum conflicts with the original Specifications and/or Drawings, this Addendum shall govern. It has been brought to the attention of Public Works that, although mentioned, the bid bond and performance bond portion of the bid request was not consistent and complete. City Code Section 2-663 requires a construction contract in excess of \$25,000 to have a performance bond equal to 100% of the contract price and a payment bond for 100% of the contract price. Remove and replace the below attached documents in the original bid packet.

Due to this oversight, the bid opening has been postponed for Thursday, August 3, 2023 at 2:00 pm.

1. Invitation to Bid - Section 00020 – Pages 1, 2
2. Information for Bidders - Section 00100 – Pages 1, 2, 3, 4, 5
3. Bid Proposal - Section 00310 - Pages 1, 2, 3
4. Insurance Legal – Section 01004 – Pages 1, 2, 3, 4

City of Paducah, Kentucky


Chris Yarber
Public Works Director

CONFIRMATION

BIDDERS shall Acknowledge Receipt of This Addendum by Signing below and returning to this office via e-mail cferrell@paducahky.gov

BIDDER: Chambers Roofing Co Inc
BY: [Signature] DATE: 7-26-23
TITLE: PRESIDENT

ADDENDUM NO. 2

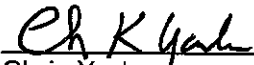
**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT
BID PROPOSAL for
MARKET HOUSE ROOF REPLACEMENT**

ADDENDUM NO. 2 – August 2, 2023

This document is an Amendment of the Bid Proposal for the **Market House roof replacement** and shall be a part of and included in the Contract. When the Addendum conflicts with the original Specifications and/or Drawings, this Addendum shall govern. Although mentioned, all bonds required shall be furnished within ten (10) days after award of the Contract.

1. Bid Proposal - Section 00310 - Page 2

City of Paducah, Kentucky


Chris Yarber
Public Works Director

CONFIRMATION

BIDDERS shall Acknowledge Receipt of This Addendum by Signing below and returning to this office via e-mail cferrell@paducahky.gov

BIDDER: _____

BY: _____

DATE: _____

TITLE: _____

BIDDER'S REQUIRED CERTIFICATIONS

CITY OF PADUCAH, KENTUCKY BIDDER'S REQUIRED CERTIFICATIONS

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. **NON-COLLUSION**

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise acted in restraint of free competitive bidding in connection with this Bid Proposal.

2. **WORKERS' COMPENSATION AFFIDAVIT**

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. **CAMPAIGN FINANCE LAWS**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. **KRS 45A.343**

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **STATE TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any state taxes or fees** owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: _____

Printed Name: Mark Chambers

Title: President

Company: Chambers Roofing Co., Inc.

Date: July 31, 2023

STATE OF Kentucky

COUNTY OF McCracken

The foregoing instrument was sworn to and acknowledged before me this 31st day of July, 2023 by Mark Chambers, President (title) of Chambers Roofing Co., Inc. (Name of Company).

My commission expires: 2-28-26

Notary ID: KYNP45782

William C. Lantry
Notary Public, State at Large

SEAL

**MANUFACTURER DATA
SPECIFICATION SHEETS
AND
WARRANTY INFORMATION**



System Plus Limited Warranty



The Legal Stuff

What Is Covered/Excluded: This *System Plus Limited Warranty* covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, GAF Master Flow® Powered Attic Exhaust Ventilation Products, GAF Master Flow® Non-Powered Attic Exhaust Ventilation Products, GAF Master Flow® Pipe Boot Flashing, and GAF-Jobber Ultimate Pipe Flashing® with Easy-Sleeve® (manufactured by Lifetime Flashing Products LLC), in the unlikely event that they contain a manufacturing defect. Note: This limited warranty does not cover low-slope membranes, other Master Flow® Products, or GAF ThermaCoil® Ventilated Nail Base Roof Insulation. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
LayerLock®-labeled Timberline® Shingles	Lifetime†	60 Years	15 Years	WindProven™ Limited Wind Warranty***: No maximum wind speed. For all other installations: With Special Installation****: 130 / 209 Without Special Installation****: 110 / 175	StainGuard Plus PRO™: 30 Years StainGuard Plus™: 25 Years	StainGuard Plus PRO™ and StainGuard Plus™: 15* / 10 Years
All Other GAF Lifetime® Shingles	Lifetime†	50 Years	15 Years	With Special Installation****: 130 / 209 Without Special Installation****: 110 / 175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 15* / 10 Years StainGuard®: 1 Year
Marquis WeatherMax®	30 Years	20 Years	5 Years	80 / 130	No coverage	No coverage
Royal Sovereign®	25 Years	20 Years	5 Years	60 / 96	StainGuard®: 10 Years	StainGuard®: 1 Year
GAF Ridge Cap Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term and Smart Choice® Protection Period**		Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
	Timberline®, Ridgloss®, TimberCrest®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	15 Years	With Special Installation****: 130 / 209 Without Special Installation****: 110 / 175	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years
	Seal-A-Ridge®, Seal-A-Ridge® AS	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	5 Years	90 / 144	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years
Z® Ridge	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term and Smart Choice® Protection Period**	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	5 Years	With Special Installation****: 90 / 144 Without Special Installation****: 70 / 112	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years
GAF Starter Strip Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term and Smart Choice® Protection Period**	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage	No coverage	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years
All Other GAF Starter Strip Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term and Smart Choice® Protection Period**	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage	No coverage	No coverage	No coverage
Other GAF Accessories	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term and Smart Choice® Protection Period**	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage	No coverage	No coverage	No coverage
	GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra® Attic Ventilation Products GAF Master Flow® Non-Powered Attic Exhaust Ventilation Products	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage	No coverage	No coverage	No coverage
	GAF Master Flow® Powered Attic Exhaust Ventilation Products	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof, except that Motorized, Solar, and Electronic Components and Wi-Fi connectivity (if applicable) are covered for the warranty term stated in the GAF Master Flow® Powered Attic Exhaust Ventilation Products Limited Warranty section below.	No coverage	No coverage	No coverage	No coverage

Who Is Covered by This Limited Warranty: Transferability

You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred only once. The second owner must notify GAF in writing within one year after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may not be transferred or assigned, directly or indirectly.) If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after the ownership changes. If there is a defect during this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from the date of installation through the date of claim.

Note: If this warranty is initially registered by a GAF Authorized® Home Builder, the buyer of the home must notify GAF in writing within 60 days of taking title to the property for coverage to be transferred. The home buyer will then be considered to be the original owner under this warranty.

Manufacturing Defects: What Is Covered/Sole and Exclusive Remedy

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. **Note:** Wind Warranty, Algae Warranty, and Master Flow® Powered Attic Exhaust Ventilation Products Limited Warranty are covered separately below.

(1) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashing) and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The cost of labor to tear off some or all of your GAF Products is included if necessary to repair your roof. GAF will not pay costs to dispose of any roof products.

(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since the date of claim by the number of months in the warranty term. For a Lifetime® warranty, GAF's contribution in years 51 and beyond is 20%. After the non-protected period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

WindProven™ Limited Wind Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty is specifically conditioned on your meeting all eligibility requirements, including installation of LayerLock®-labeled shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product, and your LayerLock®-labeled shingles being fastened and installed strictly in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see Wind Warranty section below. The limited warranty applies only to your LayerLock®-labeled shingles and does not apply to any GAF Accessory Product. GAF warrants to you that your LayerLock®-labeled shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the LayerLock®-labeled shingles on your roof.

Wind Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty is specifically conditioned on your shingles, ridge cap shingles, and starter strip shingles being fastened and installed strictly in accordance with GAF's application instructions. This limited warranty does not apply to starter strip shingles. GAF warrants to you that your GAF shingles or ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles or ridge cap shingles and hand-sealing any unsealed shingles or ridge cap shingles. Costs related to metal work and flashings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.



System Plus Limited Warranty



Note: All self-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles and ridge cap shingles installed in fall or winter may not seal until the following spring. Shingles or ridge cap shingles that are not exposed to direct sunlight or adequate surface temperatures or that are not fastened or installed properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under this limited warranty.

Algae Warranty: What Is Covered/Safe and Exclusive Remedy

This limited warranty applies only to shingles, ridge cap shingles, and starter strip shingles sold in packages bearing the **StainGuard Plus PRO™** or **StainGuard Plus™** or **StainGuard™** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus PRO™**, or **StainGuard Plus™**, or **StainGuard™**-labeled shingles, ridge cap shingles, or starter strip shingles for the warranty term listed above. If your **StainGuard Plus PRO™**, or **StainGuard Plus™**, or **StainGuard™**-labeled shingles, ridge cap shingles, or starter strip shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles, ridge cap shingles, or starter strip shingles or, at GAF's sole option, replacing discolored shingles, ridge cap shingles or, starter strip shingles. The maximum cost to GAF shall be the lesser of the original cost of the affected shingles, ridge cap shingles, or starter strip shingles, or the cost to clean the affected shingles, ridge cap shingles, or starter strip shingles. During the remainder of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles, ridge cap shingles, or starter strip shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

Note: Preventing pronounced algae-related discoloration of your shingles, ridge cap shingles, or starter strip shingles is achieved through formulations and through unique blends of granules.

Master Flow® Powered Attic Exhaust Ventilation Products Limited Warranty: What Is Covered/Safe and Exclusive Remedy

This Master Flow® Powered Attic Exhaust Ventilation Products Limited Warranty lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof, except that the motorized, solar, electronic, and Wi-Fi enabled components of the products shall only be covered for the warranty term set forth in this section.

Power, Solar & Dual-Powered Attic Exhaust Vents — Roof Mount	Warranty Term (Years)	Non-Prorated Coverage Term (Years)	Wi-Fi Connectivity Limited Warranty Term (Years)*
ERV4, ERV4, ERV4HT	5	2	1
ERV5, ERV5, ERV5HT, ERV5QCT, EZCR1, EZCR1HT, EZCQCR1	5	3	1
ERV6, ERV6, ERV6HT	10	5	1
ERSOLAR, ERVHYBRID	5	2	—
PRSOLAR2, PRHYBRID2	6	3	—
REPLACEMENT MOTORS, CONTROLLERS & ACCESSORIES	1	—	—
Power & Solar Attic Exhaust Vents — Gable Mount	Warranty Term (Years)	Non-Prorated Coverage Term (Years)	Wi-Fi Connectivity Limited Warranty Term (Years)*
EGV5, EGV5, EGV5HT, EGV5QCT, EZCG1, EZCG1HT, EZCQCG1	5	3	1
EGV6, EGV6, EGV6HT, EZCG2	10	5	1
PGSOLAR	5	2	—
REPLACEMENT MOTORS, CONTROLLERS & ACCESSORIES	1	—	—

*Wi-Fi Connectivity Limited Warranty applies only if you elected to purchase the optional Master Flow DualConnect™ Wi-Fi Technology at the time of purchase. If you purchased this technology, your unit is warranted to have the ability to connect to your home's Wi-Fi network for a period of 1 year following the completion of installation of your roof or gable.

Manufacturing Defects

During the warranty term specified above, for any vent that does not perform properly as a result of a manufacturing defect, as determined by GAF, GAF will provide you with replacement part(s) or a replacement Vent. Decisions as to the provision of replacement part(s) or a replacement Vent will be made solely by GAF. If your claim arises during the Non-Prorated Coverage Term, GAF will also reimburse you for the reasonable costs to remove the defective part(s) or vent and reinstall the replacement part(s) or replacement Vent. The remedy under this limited warranty is available only for those Vents exhibiting defects at the time your claim is evaluated by GAF.

Master Flow QuickConnect™ Wi-Fi Technology Limited Warranty

If your Vent with Master Flow QuickConnect™ Wi-Fi Technology is unable to connect to your home's Wi-Fi network during the Wi-Fi Limited Warranty Term stated above, as determined by GAF, GAF will provide you with a replacement part or a replacement Vent. This is your sole and exclusive remedy and the entire liability of GAF under this Wi-Fi Limited Warranty. Decisions about whether to supply a replacement part or a replacement Vent will be made solely by GAF. GAF will also reimburse you for the reasonable cost to install the replacement part or replacement Vent.

GAF's MAXIMUM LIABILITY under this Section shall NOT exceed the original cost of the Vent. The replacement part(s) or replacement Vents will be covered under this Limited Warranty only for the remainder of the original Limited Warranty term.

What Is Not Covered

Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will NOT be liable for and this warranty does NOT apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, such as:
 - (a) Improper fastening of your shingles or accessories or application not in strict accordance with GAF's printed application instructions, if the improper installation was the cause of the damage.
 - (b) Settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
 - (c) Inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
 - (a) Acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven™ Limited Wind Warranty.
 - (b) Impact of ice/fall on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
 - (c) Improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier.
- (4) Shading or variations in the color of your GAF Products chipping, fading or peeling paint on your Master Flow® Attic Exhaust Vent, or Master Flow™ Piv™ Pipe Boot Flashing or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles, ridge cap shingles, or starter strip shingles were labeled with the StainGuard Plus™ or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.
- (5) Labor costs, except as specifically provided for above, disposal costs, and costs relating to underlayments (unless your claim involves a manufacturing defect in a GAF Underlayment), metal work, and flashings.
- (6) Damage to the interior or exterior of the building, including, but not limited to, mold growth.

Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for that portion of your GAF Products actually exhibiting manufacturing defects or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors in the event that GAF is unable to provide replacement products. GAF reserves the right to provide the cash value of those replacement products.

Claims: What You Must Do

You must notify GAF about any claim within 30 days after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1840, sending an email to technicalsupport@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim, or before GAF has completed its evaluation of your claim, your claim may be denied. If you request repair or replace your GAF Products before your claim is resolved, you MUST provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole and Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under this agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCNWA").

The United Nations Convention on Contracts for the International Sale of Goods shall NOT apply either to the sale of the GAF Products or to this limited warranty.

Modification of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products except as described in this limited warranty.

Effectiveness

This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

Important Notice:

THIS IS A SAMPLE SYSTEM PLUS LIMITED WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY WITHIN 45 DAYS OF INSTALLATION. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM GAF WITHIN 60 DAYS, YOU SHOULD CALL GAF AT: 1-888-532-5767, OPTION 5.

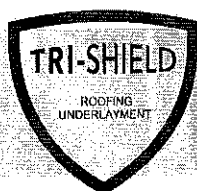


TRI-SHIELD

SYNTHETIC UNDERLAYMENT

FEATURES

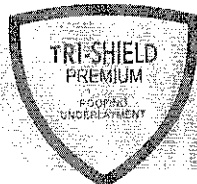
- ◆ 6 month UV exposure rating
- ◆ Water repellent
- ◆ Non-absorbent
- ◆ Cold weather installation friendly
- ◆ Temp. performance range -40°F to 240°F
- ◆ Does not wrinkle or crack
- ◆ 25 year ltd. warranty
- ◆ Class A fire ASTM E108 rating
- ◆ FIBER GRIP walkable surface
- ◆ FRICTION FILM anti-skid backing
- ◆ Ultra strong 4-layer polymer woven construction
- ◆ 100% recyclable
- ◆ Impervious to mold growth
- ◆ Much lighter and stronger than traditional felt paper
- ◆ 10 square rolls
- ◆ Does not leach oil like traditional felt



Tri-Shield BLUE is a 7 mil four-layer woven synthetic underlayment that is designed for asphalt shingles and residential metal roofs. Tri-Shield BLUE is specifically manufactured to replace 15# and 30# traditional felt paper.



Tri-Shield PLUS is a 8 mil four-layer woven synthetic underlayment that is ideal for asphalt shingle roofs as well as commercial and residential metal roofs.



Tri-Shield PREMIUM is a 11 mil four-layer woven synthetic underlayment that is designed for commercial and residential roofing. Tri-Shield PREMIUM is ideal for asphalt shingles, slate, shakes and metal roofs.

4-LAYER WOVEN CONSTRUCTION

FIBER GRIP
WALKABLE SURFACE

PP BONDING LAYER
PP CROSSWOVEN LAYER

FRICTION FILM
ANTI-SKID BACKING



Edwardsburg, MI (888) 663-8419
Gaylord, MI (855) 367-4477
Grand Rapids, MI (877) 369-8469
Indianapolis, IN (800) 256-8152
Lexington, KY (800) 788-8865
Milan, TN (844) 686-8931
Saginaw, MI (877) 755-7122
Springfield, OH (800) 949-6325
Toledo, OH (866) 216-9025
www.tsfpi.com

Seal-A-Ridge® Ridge Cap Shingles

Choose the perfect finishing touch for your new
GAF shingle roof with protective ridge cap shingles

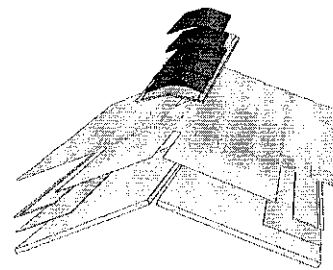


- Protects against leaks and shingle blow-off at your roof's hips and ridges
- Provides a high-quality and less labor-intensive alternative to using cut-up 3-tab strip shingles as your ridge cap
- An integral part of the GAF Lifetime⁺ Roofing System



Seal-A-Ridge®
Ridge Cap Shingles

Seal-A-Ridge® Ridge Cap Shingles



Benefits:

- **Manufactured by GAF to complement** the color of your GAF shingles (unlike typical cut-up 3-tab strip shingles)
- **Traditional look** provides a clean, finished touch on your new roof
- **Dura Grip™** Adhesive seals each piece tightly and reduces the risk of shingle blow-off
- **Machine-cut design** provides a cleaner finished look than cut-up 3-tab strip shingles
- **25-year StainGuard Plus™** Algae Protection Limited Warranty against blue-green algae discoloration¹
- **Eligible for up to a Lifetime[†] limited warranty** when installed on Lifetime[†] Shingle roofs. They're also an eligible component of GAF residential enhanced warranties
- **Pre-perforated design** eliminates the need for time-consuming cuts

Also available:

Seal-A-Ridge® AS SBS-Modified IR Ridge Cap Shingles

- **Made with our proprietary SBS-modified asphalt** to help protect your home from extreme weather conditions and is covered by a 25-year StainGuard Plus™ Algae Protection Limited Warranty against blue-green algae discoloration.¹ Seal-A-Ridge® AS SBS-Modified IR Ridge Cap Shingles may also qualify for insurance discounts.²

Product Details:

Seal-A-Ridge® Ridge Cap Shingles

Nominal Specifications:

- For use with GAF Timberline HDZ®, Timberline® NS, Timberline® UHD, Timberline® CS, and Timberline® AH Shingles
- Fiberglass asphalt design
- 6 2/3" (169 mm) exposure
- Approx. 12" (305 mm) wide
- 4 bundles cover approx. 100 lineal feet (30 lm)
- 45 ridge caps per bundle (15 shingles, each with 3 ridge caps per shingle)

Code Approvals:

- UL Listed to ANSI/UL 790 Class A³
- Meets ASTM D3462⁴
- ASTM D3018 Type 1
- ASTM D3161 Class F
- ICC-ES ESR-1475 and ICC-ES ESR-3267
- Miami-Dade County Product Control Approved
- State of Florida approved
- CSA A123.5

Seal-A-Ridge® AS SBS-Modified IR Cap Shingles

Nominal Specifications:

- For use with GAF Timberline® AS and Grand Sequoia® AS Shingles
- SBS-modified asphalt design
- Passes UL 2218 Class 4 (highest rating)
- 5" (127 mm) exposure
- Approx. 12" (305 mm) wide
- 4 bundles cover approx. 100 lineal ft.
- 60 ridge caps per bundle (20 shingles, each with 3 ridge caps per shingle)

Code Approvals:

- UL Listed to ANSI/UL 790 Class A³
- UL 2218 Class 4
- Meets ASTM D3462⁴
- ASTM D3018 Type 1
- ASTM D3161 Class F
- ICC-ES ESR-1475 and ICC-ES ESR-3267
- State of Florida approved
- CSA A123.5

[†] Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence [or eligible second owner(s)] owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime Shingles only. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime Shingle and any 3 qualifying GAF Accessories. See *GAF Roofing System Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. For installations not eligible for the *GAF Roofing System Limited Warranty*, see the *GAF Shingle & Accessory Limited Warranty*.

¹ 25-year StainGuard Plus™ Algae Protection Limited Warranty against blue-green algae discoloration is available only on products sold in packages bearing the StainGuard Plus™ logo. See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions and qualifying products.

² May qualify for insurance discounts when used with certain GAF shingles. See specifications for details. Insurance discounts may not be available in your area. Where available, insurance discounts may vary. Contact your insurance provider for information.

³ Refer to UL Online Certification Directory for actual assemblies.

⁴ Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at time of manufacture.

Note: See gaf.com/ridgecapavailability for regional availability



To learn more about the Lifetime[†] Roofing System visit gaf.com/Lifetime

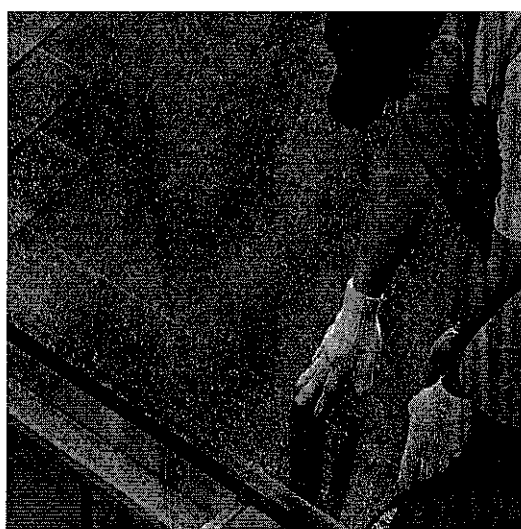


We protect what matters most™



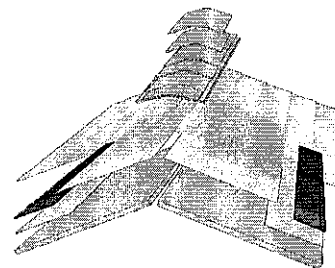
Pro-Start® Starter Strip Shingles

Help prevent shingle blow-off and eliminate waste



- A cost-effective alternative to using cut-up strip shingles as your starter course
- Made with a high-quality, factory-applied adhesive that will tightly lock your shingles in place
- Easy to use and install, with no cutting of starter strips on the roof

Pro-Start® Starter Strip Shingles



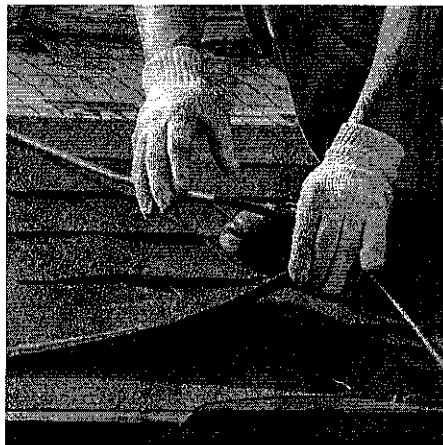
Benefits:

- Properly positioned **Dura Grip™ Adhesive** helps to lock down the shingles at the eaves and rakes to reduce the risk of shingle blow-off
- **Pre-perforated design** is easy to use and install, with no cutting on the roof
- **No more wasted time (or material)** cutting your own starter strips
- **At least 50% more coverage** per bundle (vs. typical 3-tab strip shingles)
- **GAF offers increased wind coverage** on many GAF shingles when you use GAF starter strips³
- **Eligible for a Lifetime¹ limited warranty** when installed on Lifetime¹ Shingle roofs and they're an eligible accessory product in the Starter Strip Category of GAF residential enhanced warranties

Installation:



Tears in half easily along perforation for easy installation



Installs at the eaves and rakes to help prevent shingle blow-off

Product details:

For use with most standard English and metric-sized asphalt shingles

- Full sheet: 13" x 38" (330 x 965 mm)
- Half sheet: 6.5" x 38" (165 x 965 mm)

Packaging

- **Bundle count:** 19 full sheets (38 individual pieces)

Coverage

- Approx. 120.33 lineal feet (36.69 lm) (when split in half)

Code Approvals:

- State of Florida approved
- Miami-Dade County Product Control approved
- ICC-ES ESR-1475
- Meets ASTM D3462¹, D3018
- ASTM D3161 Class F
- UL Listed to ANSI/UL 790 Class A²

¹ Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence (or eligible second owner(s)) owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime Shingles only. See the *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime Shingle and at least 3 qualifying GAF Accessories. See the *GAF Roofing System Limited Warranty* for complete coverage and restrictions. For installations not eligible for the GAF Roofing System Limited Warranty, see the *GAF Shingle & Accessory Limited Warranty*. Visit gaf.com/LRS for qualifying GAF products.

² Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at time of manufacture.

³ Refer to UL Online Certification Directory for actual assemblies.

⁴ See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions.



To learn more about the Lifetime¹ Roofing System visit gaf.com/Lifetime



We protect what matters most™



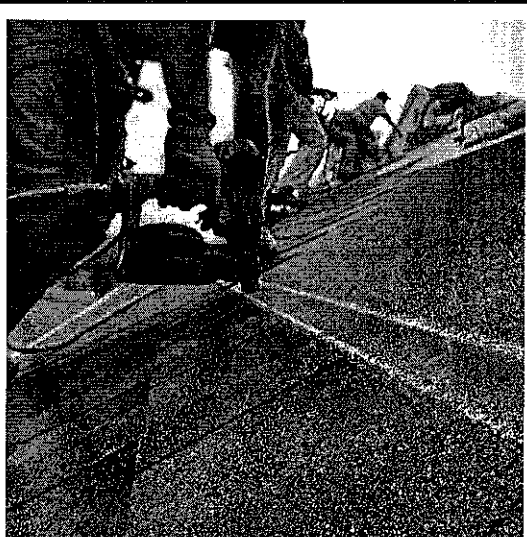


TimberlineHDZ®
High Definition® Shingles



America's #1-selling shingle just got better — again

Now featuring a 25-Year Limited Warranty against
blue-green algae discoloration*

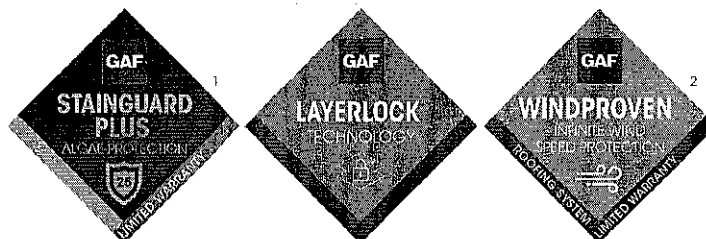


Now with GAF Time-Release Algae-Fighting
Technology and LayerLock™ Technology,
Timberline HDZ® offers everything
you can expect from an architectural
shingle roof, and more.*

* See reverse for details

GAF

We protect what matters most™

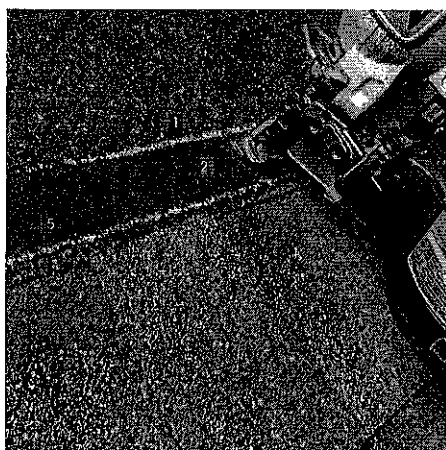


Timberline HDZ® Shingles

Benefits:

- **LayerLock™ Technology** mechanically fuses the common bond between overlapping shingle layers.
- The added strength at the common bond powers the **StrikeZone™** — The industry's widest nailing area.
- **Up to 99.9% nailing accuracy** — The StrikeZone™ nailing area is so easy to hit that a roofer placed 999 out of 1,000 nails correctly in our test.³
- **Up to 30% faster nail fastening** thanks to the industry's largest nail zone.³
- **Dura Grip™** sealant pairs with the smooth microgranule surface of the StrikeZone™ nailing area for fast tack. Then, an asphalt-to asphalt monolithic bond cures for durability, strength, and exceptional wind uplift performance.
- **WindProven™ Limited Wind Warranty**² — When installed with the required combination of GAF Accessories, Timberline HDZ® Shingles are eligible for an industry first: a wind warranty with no maximum wind speed limitation.
- **25-year StainGuard Plus™ Algae Protection Limited Warranty** against blue-green algae discoloration.¹ Proprietary GAF Time-Release Algae-Fighting Technology helps protect shingles from unsightly stains.

Installation:



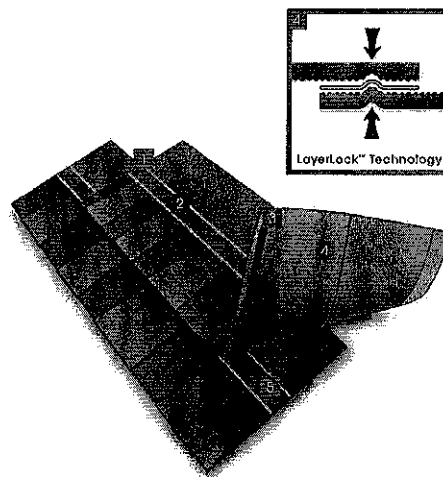
The StrikeZone™ Nailing Area

The industry's largest nailing area for up to 99.9% nail placement accuracy.²



LayerLock™ Technology

Proprietary technology mechanically fuses the common bond between overlapping shingle layers.



1. Alignment guide
2. StrikeZone™ Nailing Area
3. Dura Grip™ Adhesive
4. LayerLock™ Technology
5. Smooth microgranule surface



Visit gaf.com/TimberlineHDZ

¹ 25-year StainGuard Plus™ Algae Protection Limited Warranty against blue-green algae discoloration is available only on products sold in packages bearing the StainGuard Plus™ logo. See GAF Shingle & Accessory Limited Warranty for complete coverage and restrictions.

² 15-year WindProven™ limited wind warranty on Timberline HDZ® Shingles requires the use of GAF starter strips, roof deck protection, ridge cap shingles, and leak barrier or attic ventilation. See GAF Roofing System Limited Warranty for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products.

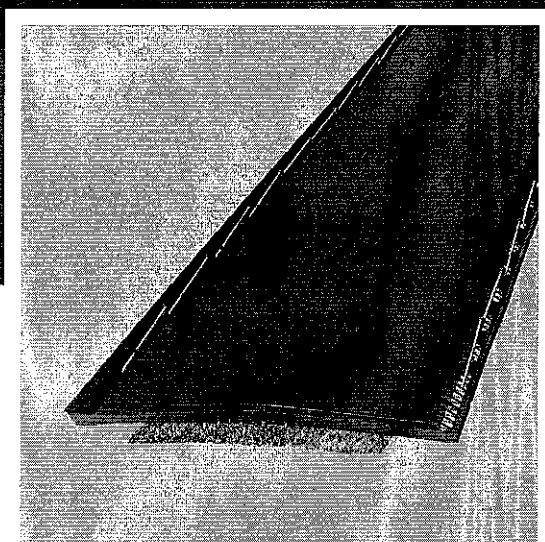
³ Results based on study conducted by Home Innovation Research Labs, an independent research lab, comparing installation of Timberline HDZ® Shingles to Timberline HDZ® Shingles on a 16-square roof deck using standard 4-nail nailing pattern under controlled laboratory conditions. Actual results may vary.

We protect what matters most™



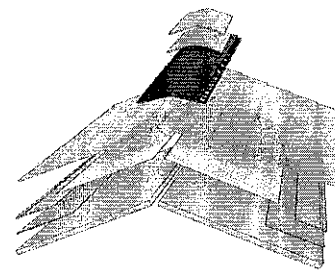
Cobra® SnowCountry® Advanced Premium Exhaust Vent for Roof Ridge

Remove excess heat and moisture from your attic and protect your roof system from premature deterioration



- Improve energy efficiency by reducing attic heat and your summer air-conditioning load
- Limit the growth of harmful mold and mildew
- Minimize peeling of paint inside and out

Cobra® SnowCountry® Advanced Premium Exhaust Vent for Roof Ridge



Benefits:

- Allows heat and moisture to escape at the most effective location—the ridge
- Shingle-over design blends into the ridge line
- Engineered for durability with high-impact UV-resistant polymers
- External baffles with crush-resistant internal structure
- Passes the 110 mph wind-driven rain test²
- Snow Guard™ Filter helps resist snow, pine needle, and insect infiltration while avoiding dust clogging — meets the requirements of ICC Dust Exposure testing¹
- Eligible for up to a Lifetime¹ Limited Warranty. It's also an eligible accessory product in the Attic Ventilation category of GAF residential enhanced warranties.



Includes 3" (76 mm) corrosion-resistant ring shank nails included for proper fastening of the vent and cap shingles



Unique EasyTear® Sizing Feature allows you to hand-tear the vent in 3" (76 mm) increments — no cutting and less waste

Balanced Ventilation:

Balanced attic ventilation means there's an equal amount of air entering it as there is exiting it. The amount of exhaust ventilation must **never** exceed the amount of intake ventilation at the soffits or eaves. GAF recommends a minimum of 1 sq. ft. of net free ventilation for every 300 sq. ft. of attic floor space. Always consult local building codes for specific ventilation requirements.

How Much Do I Need?

Calculate the total square footage of your attic floor space and then review the chart below for how much Cobra® SnowCountry® Advanced Premium Exhaust Vent for Roof Ridge is needed:

Total attic sq. footage	Recommended length of Cobra® SnowCountry® Advanced Premium Exhaust Vent (ft.)	Minimum intake ventilation (net free area in sq. in.)
1,600	22	396
1,900	26	468
2,200	30	540
2,500	34	612
2,800	38	684
3,100	42	756
3,400	46	828

Note: Chart above based on 1/300 rule. Always have a balanced attic ventilation system. In no case should the amount of exhaust ventilation at or near the ridge exceed the amount of intake ventilation at or near the soffit. Visit gaf.com/ventcalculator for more details.



To learn more about the Lifetime¹ Roofing System visit gaf.com/Lifetime

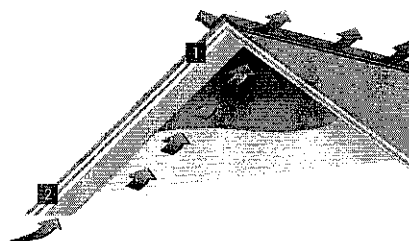


Product details:

- For use in colder climates
- 11.5" (292 mm) width — for 12" (305 mm) width ridge cap shingles
- 9" (229 mm) width — for 10" (254 mm) width ridge cap shingles
- 18 sq. inches per lineal foot (38,100 mm² per lineal meter) of net free ventilating area
- Hand nail installation with included 3" (76 mm) ring shank nails
- For roof pitches 3:12 to 16:12

Code Approvals & Standards

- Miami-Dade County Product Control Approved
- State of Florida Approved
- UL E15072-01
- Texas Department of Insurance Product Evaluation RV-29
- CCMC 14083-R
- UL Listed to ANSI/UL 790 Class C³



1. Warm, moist air escapes attic through Cobra® SnowCountry® Advanced Premium Exhaust Vent for Roof Ridge (installed under ridge cap shingles)
2. Fresh air enters attic through intake vent at or near the soffit

¹ Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence [or eligible second owner(s)] owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime Shingles only. See the *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime Shingle and at least 3 qualifying GAF Accessories. See the *GAF Roofing System Limited Warranty* for complete coverage and restrictions. For installations not eligible for the *GAF Roofing System Limited Warranty*, see the *GAF Shingle & Accessory Limited Warranty*. Visit gaf.com/LRS for qualifying GAF products.

² Tested in accordance with ICC AC132, Section 4.2.

³ Under controlled laboratory testing conducted by GAF.

⁴ Refer to UL Online Certification Directory for actual assemblies.

We protect what matters most™





WIP 100 Granular-Surface Self-Adhering Roofing Underlayment

WIP 100

WATER & ICE PROTECTION GRANULAR SURFACE

WIP 100 is a 55-mil flexible rubberized asphalt, fiberglass-reinforced membrane used as a shingle underlayment on critical roof areas such as eaves, ridges, valleys, dormers and skylights. WIP 100 underlayment protects roofing structures and interior spaces from water penetration caused by wind-driven rain and ice dams and may also be used as covering for the entire roof to prevent moisture or water entry.

Features and Benefits

- Protects the roof structure from water seepage caused by ice dams and wind-driven rains
- Seals around roofing nails, staples and screws
- Ensures the watertightness of the primary roofing system in critical areas
- Split-release film provides easier, faster installation
- Unique granular skid-resistant surface for safe and easy installation
- Resists cracking, drying and rotting, providing long-term waterproofing performance and low lifecycle cost
- Concealed waterproofing system will not detract from the architectural aesthetics of the primary roofing system

Standards

- UL Classified
- 2009, 2012, and 2015 International Building Code™
- Florida Building Code Approved Product #6785
- Miami-Dade County Product Control Approved
- ICC - ESR# 1556

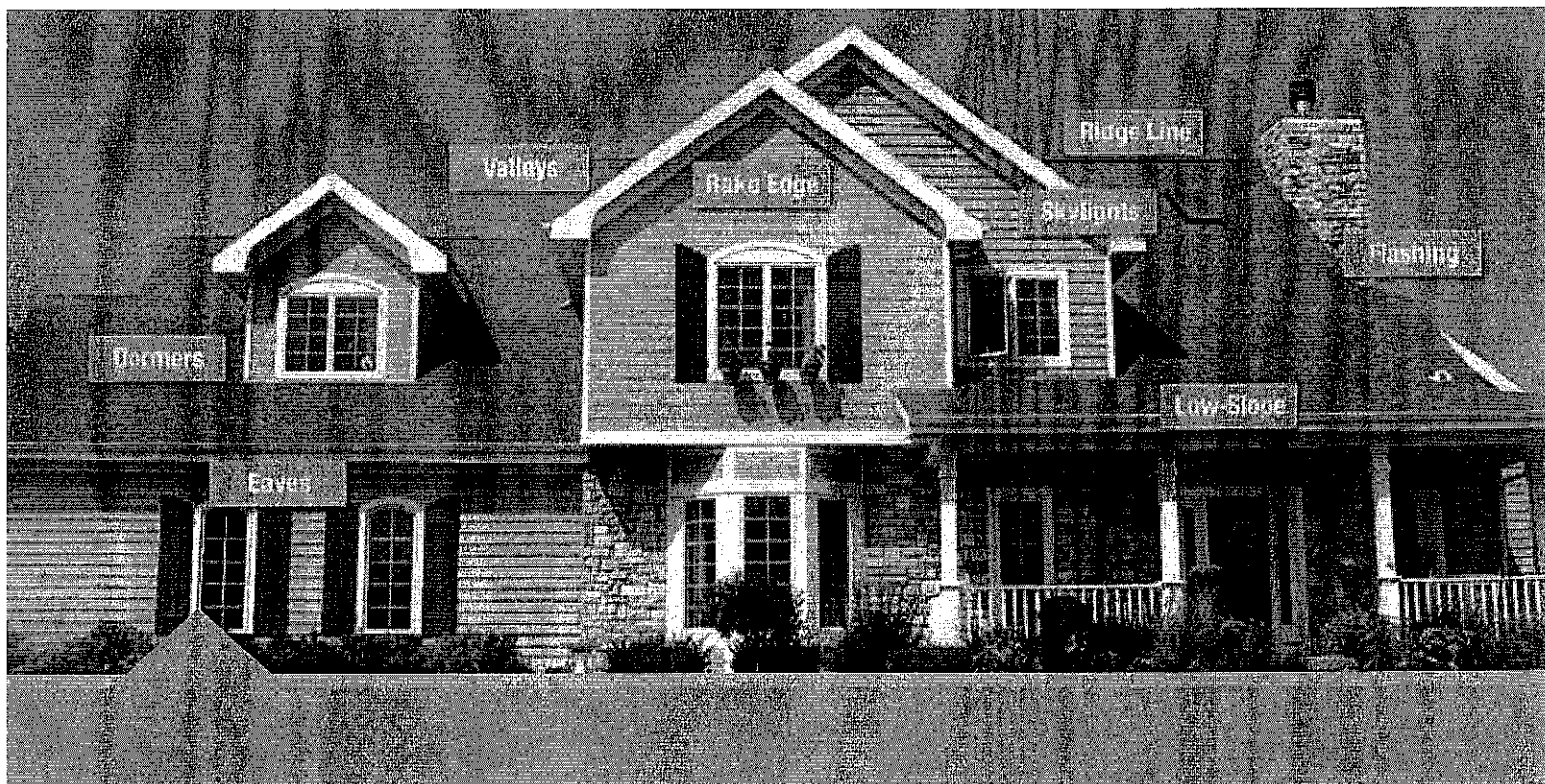
- Meets ASTM D1970
- ASTM E108/UL 790 Class A Fire Resistance
- 2016 California Green Building Standards, Title 24
- 2015, 2012, and 2008 ICC 700 National Green Building Standard

Storage

WIP 100 roofing underlayment rolls should be stored on end, under cover and in areas where the temperature is between 40°F and 100°F (4.4°C and 38°C)
Do not double-stack pallets.

Warranty

Carlisle WIP products are backed by Carlisle's industry-leading warranty. Carlisle WIP Products will display optimal performance when stored under recommended conditions and used within one year of date of manufacture. Product installed after one year of date of manufacture is not covered under defect warranty. Visit our website for warranty details.





WIP 100 Granular-Surface Self-Adhering Roofing Underlayment

Installation

WIP 100 roofing underlayments are applied when the roof deck is dry and the substrate temperature is 40°F (4.4°C) or higher. At temperatures below 40°F, nailing or priming should be used to temporarily hold the membrane in place while adhesion develops. WIP 100 is designed to be covered with the primary roofing system and should not be exposed to sunlight for more than 30 days.

Substrate must be free of any moisture. If moisture is present, it may inhibit adhesion. Prepare the roof deck by removing all loose objects, dirt, dust and debris. For re-roofing applications, remove all old materials from the roof deck in the area to be covered with WIP 100. Replace water-damaged sheathing and sweep roof deck thoroughly.

Priming

Priming is not required on clean, dry wood, metal or most polyisocyanurate surfaces (polyiso paper facer does require priming). Masonry and exterior gypsum boards (such as DensDeck®) should be primed using an appropriate primer or adhesive. Some rigid insulation boards with porous or dusty surfaces may require priming to promote initial adhesion. Priming is required on all substrates when air or substrate temperatures are below 40°F (4.4°C). Adhesives such as CCW-702, CCW-702WB, CAV-GRIP™ and CCW-AWP are approved for use with WIP products. Refer to your local building codes to determine acceptable product for use in your region.

Selection of roof deck or insulation substrate and/or use of a primer or adhesive are the responsibility of the architect, specifier or roofing contractor to determine based on the roof assembly and environmental conditions.

Valleys, Hips & Ridges

Cut WIP 100 roofing underlayment into manageable lengths. Align over the center of the valley, hip or ridge. Remove release film. Press the middle of the membrane first before working toward the edges. For open valleys, cover WIP roofing underlayment with metal valley liners.

Eaves & Rakes

Cut WIP 100 roofing underlayment into 10–15' pieces. Remove 2–3' of release film and align the edge of the membrane, sticky side down, so it overhangs the drip edge by ¾" (10 mm). Continue to remove release film and press as you move across the roof. Use a hand roller and/or hand pressure to press into place. Overlap end laps a minimum of 6". WIP roofing underlayment should reach a point 2' inside the interior wall line. Local codes may require additional courses. If additional courses are required, the top lap must be at least 3½".

Drip Edges

At the rake edge, apply WIP roofing underlayment first and place drip edge on top. At the eave, apply drip edge first and place WIP roofing underlayment on top of the drip edge so that it overhangs drip edge by ¾" (10 mm).

For standard installation details, follow the WIP detail drawings. For non-standard installation instructions, contact your local Carlisle WIP representative.

Limitations

- WIP 100 should be installed when air, roof deck and membrane temperatures are at or above 40°F (4.4°C).
- WIP 100 should not be left exposed to sunlight for more than 30 days.
- WIP 100 membrane should not be folded over the roof edge unless protected by a gutter or other flashing materials.
- The primary roof system must be ventilated to prevent excessive moisture build-up in the interior structure.
- Use caution during the installation of the membrane as it may become slippery when wet or covered with frost.
- WIP 100 should not be used under metal roofs.
- WIP 100 should not be used in contact with PVC materials.
- WIP 100 installed in 100% coverage will create an air and vapor barrier on the roof deck.

PRODUCT SPECIFICATIONS

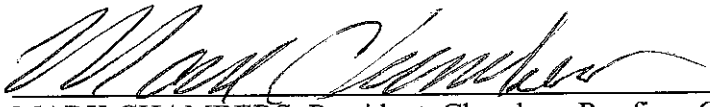
PHYSICAL PROPERTIES		
Surface	Black Granular	
Membrane	Rubberized Asphalt-Reinforced	
PRODUCT CHARACTERISTIC ± 1.5%	UNITS	RESULTS
Roll Length (1, 2 sq)	feet	33, 65
Roll Weight (1, 2 sq)	lbs	35, 65
Roll Size (1, 2 sq)	sq ft	100, 195
Roll Width	inches	36
TYPICAL PERFORMANCE PROPERTIES		
TEST METHOD	RESULTS	
Thickness	ASTM D1970	55 mils
Low Temperature Flexibility	ASTM D1970	-25°F
Adhesion to Plywood at 75°F	ASTM D1970	30 lbs/ft
Lap Seam Adhesion at 75°F	ASTM D1970	40 lbs/ft
Sealability Around Nail	ASTM D1970	Pass
Slip Resistance	ASTM D1970	Pass
Thermal Stability	ASTM D1970	Pass
Moisture Vapor Permeance	ASTM D1970	0.05 perms
Water Absorption	ASTM D1970	1.5%
Maximum Load Machine Direction	ASTM D1970	55 lbs/in
Maximum Load Transverse Direction	ASTM D1970	30 lbs/in
Elongation at Break Machine Direction	ASTM D1970	30%
Elongation at Break Transverse Direction	ASTM D1970	45%
Tear Resistance Machine Direction	ASTM D1970	85 lbs
Tear Resistance Transverse Direction	ASTM D1970	55 lbs
PACKAGING INFORMATION		
Boxes (rolls) per pallet (1/2 sq)		42/25



BID GUARANTY

GUARANTY

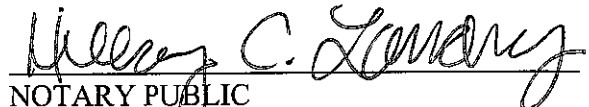
The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustment, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.


MARK CHAMBERS, President, Chambers Roofing, Co., Inc.

7/31/2023 Date

Subscribed, sworn to and acknowledged before me by MARK CHAMBERS, on this the 31st day of JULY, 2023.

My commission expires: 2-28-26


NOTARY PUBLIC

Notary ID # KYNP45782

I hereby certify that this
instrument was prepared by:

McMurry & Livingston, PLLC
201 Broadway, P. O. Box 1700
Paducah, KY 42002-1700

By: 
HILLARY C. LANDRY

Agenda Action Form

Paducah City Commission

Meeting Date: August 22, 2023

Short Title: Authorize the Mayor to execute an annual appropriations agreement with Paxton Park in the amount of \$100,000 for FY24 - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: Annual appropriations in the amount of \$100,000 to support operations and maintenance of the City's municipal golf course.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 24000401 580110

Staff Recommendation: Approve

Attachments:

1. MO Paxton Park Contract 23-24
2. Paxton Park Contract for Services 2023-2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE
MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF
BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN
AMOUNT OF \$100,000 FOR SPECIFIC SERVICES AND
AUTHORIZING THE FINANCE DIRECTOR TO ISSUE PAYMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute
a contract with Paxton Park Golf Board in the amount of \$100,000 for specific services
for the Paducah area. This contract shall expire June 30, 2024.

SECTION 2. The Finance Director is hereby authorized to issue payment
in the amount of \$100,000 to the Paxton Park Golf Board in accordance with the contract
as authorized in Section 1 above. This expenditure shall be charged to the Investment
Fund - Account No. 2400 0401 580110

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 22, 2023
Recorded by Lindsay Parish, City Clerk, August 22, 2023

\\mo\contract-Paxton Park FY2024

CONTRACT FOR SERVICES

This Contract for Services, effective this 11th day of August, 2023, by and between the **CITY OF PADUCAH** ("City") and the **PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE** ("Paxton Park").

WITNESSETH:

WHEREAS, Paxton Park provides a quality public recreational facility to Paducah and McCracken County; and

WHEREAS, Paxton Park improves the quality of life for the residents of Paducah and McCracken County; and

WHEREAS, Paxton Park drives economic growth through tourism efforts, bringing visitors to Paducah for events hosted at the golf course each year; and

WHEREAS, Paxton Park serves as a partner in the community by providing the facility to both school district High School Golf teams and players each year at no charge. Paxton Park also gives away junior golf to deserving junior players and hosts many nonprofit fundraisers during the course of the season; and

WHEREAS, the City of Paducah desires to contract with Paxton Park for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM

The term of this contract for services shall be from the effective date of the contract until June 30, 2024.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT

Upon receipt of an invoice from Paxton Park, the City shall pay Paxton Park a total amount of \$100,000.00 for the City's 2023-2024 Fiscal Year. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES

Paxton Park will continue to provide Paducah and McCracken County with a quality public golf facility, as well as support local youth golf activities and community-enhancing activities at the facility.

SECTION 5: ACCOUNTING

Paxton Park shall conduct all accounting, payroll, and financial management in accordance with all City of Paducah municipal orders and ordinances, federal law and state law. Paxton Park shall provide copies of monthly financial reports to the Director of Parks and Recreation. Paxton Park shall supply to the City Manager, a copy of the complete financial report for the calendar year of 2023 following review and approval of the report(s) by the Paxton Park Board of Directors, to be submitted no later than January 31, 2023. Paxton Park shall furnish a report that lists all of the tournaments and special event activities sponsored and conducted during the 2023 calendar year. Paxton Park Golf Board (dba Paxton Park Municipal Golf Course), shall submit an annual financial statement audit within two (2) weeks of its completion to the City 's Director of Finance.

SECTION 6: ENTIRE AGREEMENT

This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS

Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Paxton Park are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

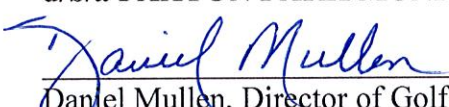
Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

George Bray, Mayor

Date

**PAXTON PARK GOLF BOARD
d/b/a PAXTON PARK MUNICIPAL GOLF COURSE**



Daniel Mullen, Director of Golf and Operations

8/10/23

Date



Rick Loyd, Chairman

8/11/23

Date

Agenda Action Form

Paducah City Commission

Meeting Date: August 22, 2023

Short Title: Authorize the Closing of 31,659 Square Feet of Plum Street and 111,331 Square Feet of Brower Circle - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owners have submitted an executed application requesting the closure of 31,659 Square Feet of Plum Street and 111,331 Square Feet of Brower Circle:

James & Anne Gwinn

Suzanne Borodofsky

Joseph & Jeane Frampton

Thad Metzger

Shaukat Ali

The following applicant executed a guarantee for the closing of the portion of Bower Circle adjacent to the property of Lual Hannan Estate c/o M. Sermersheim:

Joseph Frampton

On July 13, 2023, the Paducah Planning Commission held a public hearing and positively recommended the City Commission for the closure. All of the utility companies have agreed to this closure.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the City Counsel to initiate a request in Circuit Court for the Closure of 31,659 Square Feet of Plum Street and 111,331 Square Feet of Brower Circle and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. ORD street closure - Plum Street and Brower Circle
2. Signed Plat
3. Signed ROW Closure App & Guarantee
4. PC Res_Barkley Woods

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 31,659 SQUARE FEET OF PLUM STREET AND 111,331 SQUARE FEET OF BROWER CIRCLE, AUTHORIZING THE INITIATION OF A REQUEST IN CIRCUIT COURT FOR THE CLOSURE, 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 City Counsel to initiate an action in Circuit Court for the closure of 31,659 square feet of Plum Street and 111,331 square feet of Brower Circle, as follows:

LEGAL DESCRIPTION OF TRACT A (5,434 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4" x 4" concrete monument at the Southwesterly end of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle for the following 2 calls: N 56°23'39" W 69.73 feet to a point at the beginning of a curve to the right having a radius of 402.98 feet and Northwestwardly with said curve to the right (a chord being N 45°31'02" W 150.19 feet) a distance of 151.08 feet to an existing ½" rebar at the Northeasterly corner of the Joseph and Jeane Frampton property per Deed Book 707, page 719; thence N 49°26'31" E 25.14 feet to a mag nail with washer 3861 set in the centerline of said Barkley Woods Drive (private) and Brower Circle; thence Southeastwardly with said centerline for the following 2 calls: Southeastwardly with a curve to the left having a radius of 377.98 feet (a chord being S 45°19'32" E 143.36 feet) a distance of 144.23 feet to a point at the end of said curve; and S 56°23'39" E 69.72 feet to a ½" rebar with cap 3861 set in the Southerly end of said Barkley Woods Drive (private) and Brower Circle; thence S 33°43'45" W with the Southerly end of said Barkley Woods Drive (private) and Brower Circle 25.00 feet to the Point of Beginning and containing 5,434 square feet and shown as Tract A per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT B (9,330 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar in the Southwesterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339 at the Southeasterly corner of the Suzanne Borodofsky property per Deed Book 888, page 374; THENCE FROM SAID POINT OF BEGINNING Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle and with a curve to the right having a radius of 403.63 feet (a chord being N 30°33'21" W 59.37 feet) a distance of 59.43 feet to an existing 4" x 4" concrete monument at the end of said curve; thence N 26°23'53" W and continuing with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle 313.97 feet to a ½" rebar with cap 3861 set at the Northeasterly corner of aforesaid Suzanne Borodofsky property per Deed Book 888, page 374; thence N 55°53'51" E 25.42 feet to a ½" rebar with cap 3861 set in the centerline of said Barkley Woods Drive (private) and said Brower Circle; thence S 26°21'50" E with said centerline 317.41 feet to a point at the beginning of a curve to the left having a radius of 377.98 feet; thence Southeastwardly with said curve to the left and continuing with said centerline (a chord being S 30°21'51" E 53.17 feet) a distance of 53.21 feet to a mag nail with washer 3861 set; thence S 49°26'31" W 25.14 feet to the Point of Beginning and containing 9,330 square feet and shown as Tract B per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT C (12,258 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Southwesterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339 at its intersection with the Southerly right-of-way line of Blandville Road (U.S. Highway 62); THENCE FROM SAID POINT OF BEGINNING N 57°06'13" E with the Southerly right-of-way line of said

Blandville Road 47.86 feet to the centerline of said Barkley Woods Drive (private) and Brower Circle; thence S 26°21'50" E with said centerline 480.48 feet to a ½" rebar with cap 3861 set; thence S 55°53'51" W 25.42 feet to a ½" rebar with cap 3861 set at the Southeasterly corner of the Annie F. Gwinn property per Deed Book 888, page 384; thence Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle for the following 2 calls; N 26°22'47" W 458.58 feet to a ½" rebar with cap 3861 set at the beginning of a curve to the left having a radius of 20.00 feet; and Northwestwardly along said curve to the left (a chord being N 74°34'13" W 29.82 feet) a distance of 33.65 feet to the Point of Beginning and containing 12,258 square feet and shown as Tract C per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT D (25,675 SQUARE FEET)

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerk Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Southerly right-of-way line of Blandville Road at its intersection with the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 for the following 4 calls: Southwestwardly with a curve to the left having a radius of 20.00 feet (a chord being S 15°26'35" W 26.67 feet) a distance of 29.19 feet to an existing ½" rebar with cap 3732 at the end of said curve; S 26°21'50" E 782.81 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 352.98 feet; Southeastwardly with said curve to the left (a chord being S 41° 13' 49" E 181.54 feet) a distance of 183.63 feet to an existing 4" x 4" concrete monument at the end of said curve; and S 56°23'39" E 70.49 feet to a point at the Southerly end of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; thence S 33°43' 45" W with the Southerly end of said Barkley Woods Drive (private) and said Brower Circle 25.00 feet to a ½" rebar with cap 3861 set in the centerline thereof; thence Northwestwardly with the centerline of said Barkley Woods Drive (private) and said Brower Circle for the following 3 calls: N 56°23'39" W 69.72 feet to a point at the beginning of a curve to the right having a radius of 377.98 feet; Northwestwardly along said curve to the right (a chord being N 41°17'37" W 195.20 feet) a distance of 197.44 feet to a point at the end of said curve; and N

26°21'50" W 797.89 feet to a mag nail with washer 3861 set in the aforesaid Southerly right-of-way line of Blandville Road; thence N 57°15'02" E with said Southerly right-of-way line 43.05 feet to the Point of Beginning and containing 25,675 square feet and shown as Tract "D", per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT E (31,659 SQUARE FEET)

Lying on the Northeast side of Barkley Woods Drive (private) and being Plum Street as dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", Page 339 at its intersection with the Southerly right-of-way line of Plum Street as dedicated per Brower Park Subdivision per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING N 26°21'50" W with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 a distance of 90.72 feet to an existing ½" rebar with cap 3732 in the Northerly right-of-way line of said Plum Street per Plat Section "G", page 339; thence Eastwardly with the Northerly right-of-way line of said Plum Street per Plat Section "G", page 339 for the following 2 calls: Southeastwardly with a curve to the left having a radius of 20.00 feet (a chord being S 74°33'36" E 29.81 feet) 33.63 feet to an existing ½" rebar with cap 3732 at the end of said curve and N 57°15'02" E 592.28 feet to an existing 4" x 4" concrete monument at the Northwesterly end of said Plum Street per Plat Section "G", page 339; thence S 54°48'43" E with the Northerly end of said Plum Street a distance of 54.12 feet to an existing 4" x 4" concrete monument at the Northeasterly end of said Plum Street; thence Southwestwardly with the Southerly right-of-way line of Plum Street per Plat Section "G", page 339 for the following 2 calls: S 57°15'02" W 622.69 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 20 feet; and Southwestwardly with said curve to the left (a chord being S 15°26'36" W 26.67 feet) a distance of 29.19 feet to the point of beginning and containing 31,659 square feet and shown as Tract "E" per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION OF TRACT F (1.346 ACRES)

Lying between Plum Street and Barkley Woods Drive (Private) and being a portion of Brower Circle as dedicated per Brower Park Subdivision recorded in Plat Section

“G”, page 339, McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4” x 4” concrete monument in the Northeasterly right-of-way line of Brower Circle per Plat Section “G”, page 339 at its intersection with the Southeasterly right-of-way line of Plum Street per Plat Section “G”, page 339; THENCE FROM SAID POINT OF BEGINNING Eastwardly with the Northeasterly right-of-way line of Brower Circle as dedicated per Plat Section “G”, page 339 for the following 5 calls: Southwardly with a curve to the left having a radius of 57.69 feet (a chord being S 0°56’17” W 96.00 feet) a distance of 113.39 feet to an existing ½” rebar with cap 3732 at the end of said curve; S 55°22’18” E 65.04 feet to an existing ½” rebar with cap 3732 at the beginning of a curve to the left having a radius of 271.93 feet; Southeastwardly with said curve to the left (a chord being S 76°05’56” E 192.48 feet) a distance of 196.75 feet to an existing ½” rebar with cap 3732 at the end of said curve; N 83°10’26” E 11.57 feet to an existing ½” rebar at the beginning of a curve to the right having a radius of 192.56 feet; and Southeastwardly with said curve to the right (a chord being S 81°36’55” E 113.66 feet) a distance of 115.38 feet to an existing ½” rebar with cap 3732 at the end of said curve and in the Westerly line of the L.D. Sanders Arcadia Subdivision recorded in Plat Section “A”, page 218 and 219; thence S 33°43’45” W with the Westerly line of said L.D. Sanders Arcadia Subdivision and the Easterly right-of-way line of aforesaid Brower Circle per Plat Section “G”, page 339 a distance of 697.06 feet to a point; thence N 56°23’39” W 70.49 feet to an existing 4” x 4” concrete monument in the Westerly right-of-way line of said Brower Circle per Plat Section “G”, page 339; thence Northeastwardly with the Westerly right-of-way line of said Brower Circle for the following 3 calls: Northeastwardly with a curve to the left having a radius of 20.00 feet (a chord being N 80°27’58” E 28.28 feet) a distance of 30.33 feet to an existing ½” rebar with cap 3732 at the end of said curve; N 33°43’45” E 570.27 feet to an existing ½” rebar with cap 3732 set at the beginning of a curve to the left having a radius of 20.00 feet; and Northwestwardly with said curve to the left (a chord being N 31°33’30” W 32.04 feet) a distance of 37.16 feet to an existing ½” rebar with cap 3732 at the end of said curve and in the Southerly right-of-way line of aforesaid Brower Circle per Plat Section “G”, page 339; thence Northwestwardly with the Southerly right-of-way line of said Brower Circle for the following 3 calls: Northwestwardly with a curve to the right having a radius of 321.93 feet (a chord being N 76°05’56” W 227.87 feet) a distance of 232.92 feet to an existing ½” rebar with cap 3732 at the end of said curve; N 55°22’18” W 127.44 feet to an existing ½” rebar with cap 3732 at the beginning of a curve to the left having a radius of 67.61 feet; and Northwestwardly with said curve to the left (a chord being N 89°03’38” W 74.84 feet) a distance of 79.30 feet to an existing 4” x 4” concrete monument in the Southeasterly right-of-way line of

aforesaid Plum Street per Plat Section "G", page 339; thence N 57°15'02" E with the Southeasterly right-of-way line of said Plum Street 185.67 feet to the Point of Beginning and containing 1.346 Acres and shown at Tract "F" per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

**LEGAL DESCRIPTION OF 25 FOOT ACCESS EASEMENT
FOR INGRESS/EGRESS TO GWINN PROPERTIES**

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerk Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Southerly right-of-way line of Blandville Road at its intersection with the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 for the following 2 calls: Southwestwardly with a curve to the left having a radius of 20.00 feet (a chord being S 15°26'35" W 26.67 feet) a distance of 29.19 feet to an existing ½" rebar with cap 3732 at the end of said curve and S 26°21'50" E 461.99 feet to a point; thence S 55°53'51" W 25.23 feet to a ½" rebar with cap 3861 set in the centerline of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; thence N 26°21'50" W 480.48 feet with the centerline of said Barkley Woods Drive and Brower Circle per Plat Section "G", page 339 to a mag nail with washer 3861 set in the aforesaid Southerly right-of-way line of Blandville Road; thence N 57°15'02" E with said Southerly right-of-way line of Blandville Road 43.05 feet to the Point of Beginning and shown as 25 foot access easement to James S. Jr. & Annie F. Gwinn per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

**LEGAL DESCRIPTION OF 15 FOOT SANITARY SEWER EASEMENT
TO
PADUCAH McCracken JOINT SEWER AGENCY**

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods LLC Property recorded in Deed Book 1430, page 418 and shown on Waiver of Subdivision Plat recorded in Plat Section "M", page 1705,

McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and being 7.5 feet either side of the following described centerline:

Beginning at a point in the Southerly right-of-way line of Blandville Road at its intersection with the center of an existing sanitary sewer main, said point being S 26°01'12" E 12.0 feet from an existing sanitary sewer manhole lying in said Blandville Road and S 57°15'02" W as measured along said Southerly right-of-way line 50.48 feet from an existing ½" rebar with cap 3732 at a corner to the Barkley Woods LLC property per Deed Book 1430, page 418; THENCE FROM SAID POINT OF BEGINNING S 26°01'12" E 397.51 feet to an existing sanitary sewer manhole; thence N 54°36' 55" E 364.42 feet to an existing sanitary sewer manhole; thence S 57°46'52" E 267.29 feet to an existing sanitary sewer manhole; thence S 85°13'03" E 235.87 feet to an existing sanitary sewer manhole; thence S 34°59'39" W 375.30 feet to an existing sanitary sewer manhole; thence S 33°21'30" W 352.56 feet to a point in the Southwesterly property line of Barkley Woods LLC property per Deed Book 1430, page 418 and shown on Plat Section "M", page 1705, said point being N 56°23'39" W 12.0 feet from an existing 3" X 3" concrete monument at the Southwesterly corner of said Barkley Woods LLC property per Deed Book 1430, page 418 and also being N 33°21'30" E 47.8 feet from an existing sanitary sewer manhole lying within the Joseph and Jeane Frampton property per Deed Book 707, page 719 all as shown on "Sanitary Sewer Easement Exhibit" prepared by Siteworx Survey & Design LLC dated October 18, 2022.

**LEGAL DESCRIPTION OF 25 FOOT ACCESS EASEMENT
FOR INGRESS/EGRESS TO BORODOFSKY AND FRAMPTON
PROPERTIES**

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerk Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Southerly right-of-way line of Blandville Road at its intersection with the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 for the following 4 calls: Southwestwardly with a curve to the left having a radius of 20.00 feet (a chord being S 15°26'35" W

26.67 feet) a distance of 29.19 feet to an existing ½” rebar with cap 3732 at the end of said curve; S 26°21’50” E 782.81 feet to an existing ½” rebar with cap 3732 at the beginning of a curve to the left having a radius of 352.98 feet; Southeastwardly with said curve to the left (a chord being S 41° 13’ 49” E 181.54 feet) a distance of 183.63 feet to an existing 4” x 4” concrete monument at the end of said curve; and S 56°23’39” E 70.49 feet to a point at the Southerly end of said Barkley Woods Drive (private) and Brower Circle per Plat Section “G”, page 339; thence S 33°43’ 45” W with the Southerly end of said Barkley Woods Drive (private) and said Brower Circle 25.00 feet to a ½” rebar with cap 3861 set in the centerline thereof; thence Northwestwardly with the centerline of said Barkley Woods Drive (private) and said Brower Circle for the following 3 calls: N 56°23’39” W 69.72 feet to a point at the beginning of a curve to the right having a radius of 377.98 feet; Northwestwardly along said curve to the right (a chord being N 41°17’37” W 195.20 feet) a distance of 197.44 feet to a point at the end of said curve; and N 26°21’50” W 797.89 feet to a mag nail with washer 3861 set in the aforesaid Southerly right-of-way line of Blandville Road; thence N 57°15’02” E with said Southerly right-of-way line 43.05 feet to the Point of Beginning and containing 25,675 square feet and shown as 25 foot access easement to Borodofsky and Frampton per “Plat of Application to Close and Vacate Streets” prepared by Siteworx Survey & Design LLC dated July 8, 2022.

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. James and Anne Gwinn, Suzanne Borodofsky, Joseph and Jeane Frampton, Thad Metzger, Shaukat Ali, and Lual Hannan Estate c/o M. Sermersheim own the undeveloped portion of Plum Street and Brower Circle, abutting the public way, which the Board of Commissioners has authorized to be closed as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

b. Joseph H. Frampton has executed a Public Right-of-Way guarantee on behalf of Lual Hannan Estate c/o M. Sermersheim as is evidenced by the Public Right-Of-Way Closure Guarantee attached hereto and made part hereof (Exhibit B).

c. On the 13th day of July, 2023, 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.

d. There are no other 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.

SECTION 3. That the City of Paducah hereby authorizes the initiation of a request in Circuit Court for the closure of 31,659 Feet of Plum Street and 111,331 Square Feet of Brower Circle.

SECTION 4. All requirements of KRS 82.405(1) and (2) 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 the closure plat and all necessary documents to complete the transfer of property to the property owner in or abutting the public way to be closed to acquire title to that portion of the public way contiguous to the property now owned by said property owner 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. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized 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.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 25, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The *Paducah Sun*, _____

\ord\eng\st close\ Closure of Plum Street and Brower Circle

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

LEGEND

- 1/2" X 24" STEEL ROD WITH PLASTIC CAP NO. 3861 SET AT TIME OF SURVEY UNLESS NOTED
- EXISTING 1/2" REBAR W/CAP 3732 AT PROPERTY CORNER UNLESS NOTED
- 4" X 4" CONCRETE MONUMENT EXISTING AS SHOWN
- EXISTING ROAD CENTERLINE
- SUBJECT PROPERTY LINE
- EXISTING RIGHT-OF-WAY TO BE ABOLISHED
- NO CORNER SET
- PROPERTY LINE
- CENTERLINE
- RIGHT-OF-WAY
- SANITARY SEWER MANHOLE

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

BASIS OF BEARINGS:
ALL BEARINGS SHOWN ON THIS DRAWING ARE BASED UPON KENTUCKY SOUTH ZONE-1602, NAD 83

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	28.19'	20.00'	83.38°00"	S 74°26'35" W	26.87'
C2	33.63'	20.00'	96.72°	S 74°33'36" E	29.81'
C3	79.30'	67.61'	67°12'21"	N 89°03'38" W	74.84'
C4	113.39'	57.69'	112°37'20"	S 00°56'17" W	96.00'
C5	196.75'	271.93'	41°27'16"	S 76°05'56" E	192.48'
C6	115.38'	192.56'	74°19'58"	S 61°36'55" E	113.66'
C7	37.16'	20.00'	130°30'20"	N 31°33'30" W	32.04'
C8	232.92'	321.93'	41°27'16"	N 76°05'56" W	227.87'
C9	183.63'	352.98'	29°48'09"	N 41°13'49" W	181.54'
C10	30.33'	20.00'	89°58'57"	N 80°27'58" E	28.28'
C11	29.19'	20.00'	83°38'00"	S 15°28'36" W	26.87'
C12	151.08'	402.98'	21°28'48"	N 45°31'02" W	150.19'
C13	59.43'	403.63'	8°26'58"	N 30°33'21" W	59.37'
C14	33.65'	20.00'	96°24'15"	N 74°34'13" W	29.82'
C15	53.21'	377.98'	8°03'57"	S 30°21'51" E	53.17'
C16	144.23'	377.98'	21°51'47"	S 45°19'32" E	143.36'
C17	197.44'	377.98'	29°55'44"	N 41°17'37" W	195.20'

RESTRICTION NOTE:

RESTRICTIONS TO BROWER PARK SUBDIVISION
RECORDED IN PLAT SECTION "G", PAGE 339
EXPIRED DECEMBER 31, 1999.

POINT OF BEGINNING TRACT D
N:1918283.852
E:795320.642
KENTUCKY STATE PLANE COORDINATES
(KY. SOUTH ZONE 1602, NAD 83)

STREET NOTE

PLUM STREET AND A PORTION OF BROWER CIRCLE ARE DEDICATED CITY STREETS PER BROWER PARK SUBDIVISION RECORDED IN PLAT SECTION "G", PAGE 339. THESE STREETS ARE UNIMPROVED. A PORTION OF BROWER CIRCLE (BARKLEY WOODS DRIVE) HAS BEEN IMPROVED AS A PRIVATE DRIVE OFF OF BLANDVILLE ROAD.

SOURCE OF TITLE FOR U.S. HIGHWAY 62 IS FOUND IN DEED BOOK 156, PAGE 267.

CERTIFICATE OF APPROVAL

UNDER THE AUTHORITY PROVIDED BY KRS CHAPTER 100, ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN ACCEPTED AS FOLLOWS.

APPROVED BY PADUCAH, PLANNING AND ZONING DEPARTMENT ON THE _____ DAY OF _____, 20____.

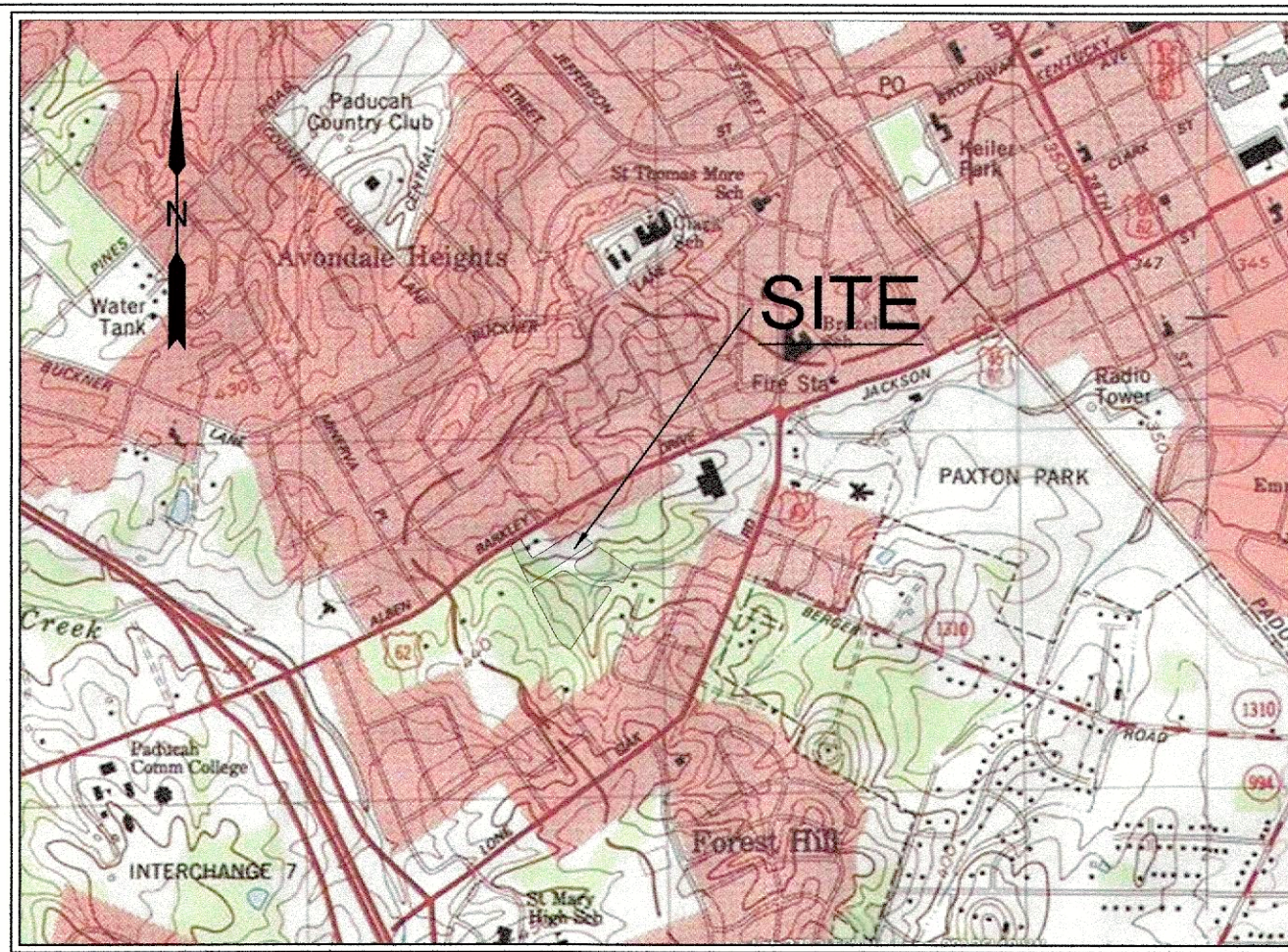
SECRETARY OF THE PLANNING AND ZONING COMMISSION

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Lora Riley, 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 James Frampton & Joseph H. Frampton, 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 21 DAY OF March, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley 10# Kyn9869
MY COMMISSION EXPIRES: 7/17/2024



LOCATION MAP NOT TO SCALE

GENERAL NOTES

FLOOD NOTE:
THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER 21145C0142F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:
McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE
DEED BOOK 1430, PAGE 418
PLAT SECTION "G", PAGE 339
PLAT SECTION "M", PAGE 1705

OWNER AND CLIENTS:
BARKLEY WOODS, LLC
425 BARKLEY WOODS
PADUCAH, KENTUCKY 42001

SANITARY SEWER & PUBLIC WATER NOTE:
SUBJECT PROPERTY IS SERVED BY PADUCAH McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER
THERE ARE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THE PROPERTY.

PROPERTY ZONE:
THE PROPERTY SHOWN HEREON IS ZONED "R1", LOW DENSITY RESIDENTIAL DISTRICT, BY THE McCRACKEN COUNTY ZONING ORDINANCE. MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

SINGLE FAMILY DWELLING:
MINIMUM YARD REQUIREMENTS
FRONT YARD: 10 FEET
SIDE YARD, EACH SIDE: 8 FEET
REAR YARD: 25 FEET
TWO-FAMILY DWELLINGS AND TOWN HOUSES WITH NO MORE THAN TWO ATTACHED UNITS PER TOWN HOUSE:
MINIMUM YARD REQUIREMENTS
FRONT YARD: 40 FEET
SIDE YARD: 8 FEET
REAR YARD: 25 FEET

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

OWNER'S CERTIFICATE

"I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF RECORD OF THE PROPERTY SHOWN HEREON AND THAT (WE) APPROVE THIS PLAN OF SUBDIVISION WITH MY(OUR) FREE CONSENT.

OWNER: James Frampton & Joseph H. Frampton DATE: March 21, 2023

OWNER: Barkley Woods LLC & Joseph H. Frampton DATE: March 21, 2023

OWNER: Suzanne Borodofsky DATE: March 24, 2023

OWNER: Ann Marie Frampton DATE: March 27, 2023

OWNER: APC/L 3.2023 DATE: March 27, 2023

OWNER: Shad Intzja DATE: 4-6-23

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

APPLICATION TO CLOSE AND VACATE STREETS

THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150

PROPERTY OF: BARKLEY WOODS, LLC

LOCATED ON BLANDVILLE ROAD - U.S. HIGHWAY 62

CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY

PROJECT NO.: 21070
DATE: 7/08/2022
DRAWN BY: DG
CHECKED BY: SCC
REV. DESCRIPTION

SHEET

1

OF 1

ALL RIGHTS RESERVED - SURVEYOR SURVEY & DESIGN, LLC. THESE PLANS MAY NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF SURVEYOR SURVEY & DESIGN, LLC.



site
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworkdesign.com

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Barkley Woods LLC, 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 James Frampton & Joseph H. Frampton, 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 6 DAY OF April, 2023.

NOTARY PUBLIC SIGNATURE: Barkley Woods LLC KYN4995
MY COMMISSION EXPIRES: April 27, 2024

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Lora Riley, 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 James Frampton & Joseph H. Frampton, 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 6 DAY OF April, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley 10# Kyn9869
MY COMMISSION EXPIRES: 7/17/2024

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Lora Riley, 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 James Frampton & Joseph H. Frampton, 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 21 DAY OF March, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley 10# Kyn9869
MY COMMISSION EXPIRES: 7/17/2024

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Suzanne Borodofsky, 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 James Frampton & Joseph H. Frampton, 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 24 DAY OF March, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley Kyn9869
MY COMMISSION EXPIRES: 7/17/2024

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Lora Riley, 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 James Frampton & Joseph H. Frampton, 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 27 DAY OF March, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley 10# Kyn9869
MY COMMISSION EXPIRES: 7/17/2024

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY - COUNTY OF McCracken
I, Lora Riley, 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 James Frampton & Joseph H. Frampton, 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 3 DAY OF April, 2023.

NOTARY PUBLIC SIGNATURE: Lora Riley 10# Kyn9869
MY COMMISSION EXPIRES: 7/17/2024

SURVEYOR'S CERTIFICATE

BARKLEY WOODS, LLC
425 BARKLEY WOODS
PADUCAH, KENTUCKY 42001
THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:20,000 BEFORE ADJUSTMENT OF ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY, THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY COMPLETION: 7-8-22
DATE OF SIGNATURE: 4-20-23
KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

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 _____ DAY OF _____, AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCracken COUNTY COURT CLERK DEPUTY COURT CLERK



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

Date: March 24, 2023

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

Public Right-of-Way: Plum Street, Brower Circle, Barkley Woods Drive

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:

Anne Gwinn
Signature of Property Owner

James & Anne Gwinn

Property Owner's Name Printed

540 Alben Barkley & 455 Barkley Woods

Address

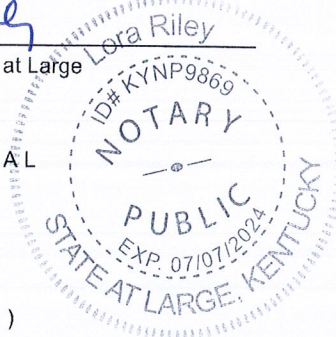
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 24 day of March, 2023,
by James Gwinn & Anne Gwinn.

My Commission expires 7/7/2024.

Lora Riley
Notary Public, State at Large

SEAL



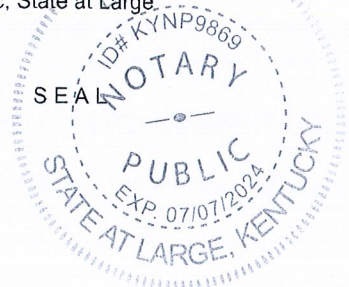
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 24 day of March, 2023,
by Suzanne Borodofsky.

My Commission expires 7/7/2024.

Lora Riley
Notary Public, State at Large

SEAL



Suzanne Borodofsky
Signature of Property Owner

Suzanne Borodofsky

Property Owner's Name Printed

435 Barkley Woods & 445 Barkley Woods

Address

Jeane Framptom Joseph H Framptom
Signature of Property Owner

Joseph & Jeane Framptom
Property Owner's Name Printed

425 Barkley Woods
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 21 day of March, 2023,
by Joseph & Jeane Framptom.

My Commission expires 7/7/2024

Lora Riley
Notary Public, State at Large

SEAL

NOTARY
PUBLIC
EXP. 07/07/2024
STATE AT LARGE, KENTUCKY

Thad Metzger
Signature of Property Owner

Thad Metzger
Property Owner's Name Printed

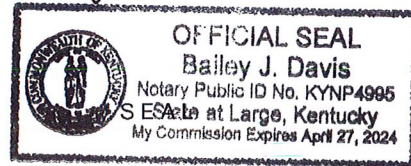
336 Hickory Street & 331 Oak Street
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 6 day of April, 2023
by Thad Metzger.

My Commission expires April 27, 2024

Bailey J. Davis
Notary Public, State at Large

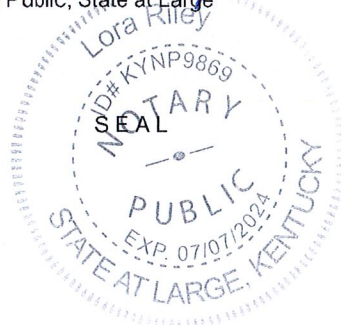


STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 3 day of April, 2023,
by Shaukat Ali.

My Commission expires 7/7/2024

Lora Riley
Notary Public, State at Large



Swam Properties, Inc
Signature of Property Owner

Swam Properties, Inc
Property Owner's Name Printed

328 Oak Street
Address

SEE GUARANTEE.

Signature of Property Owner

Lual Hannan Estate c/o M. Sermersheim

Property Owner's Name Printed

325 Oak Street & 322 Walnut Street

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

Joseph H Frampton

Signature of Property Owner

Barkley Woods, LLC

Property Owner's Name Printed

4021 Plum Street

Address

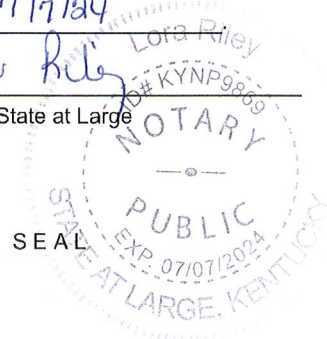
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 21 day of March, 2023,
by Joseph Frampton.

My Commission expires 7/7/24

Lora Riley
Notary Public, State at Large

SEAL



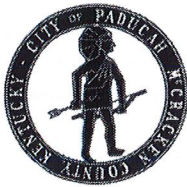
STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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: April 21, 2023

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 all Applicants and notarized:

The undersigned Applicant(s) unconditionally Guarantee that I/we 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: Plum Street, Brower Circle, Barkley Woods Drive

Joseph H. Frampton
Signature of Property Owner

Barkley Woods, LLC

Property Owner's Name Printed

4021 Plum Street

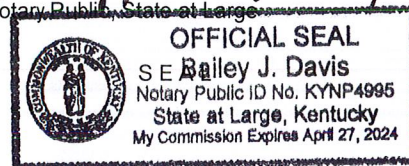
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 21 day of April, 2023, by Joseph H. Frampton.

My Commission expires April 27, 2024

Bailey J. Davis
Notary Public, State at Large



STATE OF KENTUCKY)
COUNTY OF McCracken)

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

My Commission expires _____.

Signature of Property Owner

Property Owner's Name Printed

Address

Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 31,659 SQUARE FEET OF PLUM STREET AND 111,331 SQUARE FEET OF BROWER CIRCLE IN THE BROWER PARK SUBDIVISION.

WHEREAS, a public hearing was held on July 13, 2023 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 vacate and close 31,659 square feet of Plum Street and 111,331 square feet of Brower Circle in the Brower Park Subdivision.

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

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close said Right-of-Way as follows:

LEGAL DESCRIPTION
OF
TRACT A
(5,434 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4" x 4" concrete monument at the Southwesterly end of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle for the following 2 calls: N 56°23'39" W 69.73 feet to a point the beginning of a curve to the right having a radius of 402.98 feet and Northwestwardly with said curve to the right (a chord being N 45°31'02" W 150.19 feet) a distance of 151.08 feet to an existing ½" rebar at the Northeasterly corner of the Joseph and Jeane Frampton property per Deed Book 707, page 719; thence N 49°26'31" E 25.14 feet to a mag nail with washer 3861 set in the centerline of said Barkley Woods Drive (private) and Brower Circle; thence Southeastwardly with said centerline for the following 2 calls: Southeastwardly with a curve to the left having a radius of 377.98 feet (a chord being S 45°19'32" E 143.36 feet) a distance of 144.23 feet to a point at the end of said curve; and S 56°23'39" E 69.72 feet to a ½" rebar with cap 3861 set in the Southerly end of said Barkley Woods Drive (private) and Brower Circle; thence S 33°43'45" W with the Southerly end of said Barkley Woods Drive (private) and Brower Circle 25.00 feet to the Point of Beginning and containing 5,434 square feet and shown as Tract A per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION
OF
TRACT B
(9,330 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar in the Southwesterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339 at the Southeasterly corner of the Suzanne Borodofsky property per Deed Book 888, page 374; THENCE FROM SAID POINT OF BEGINNING Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle and with a curve to the right having a radius of 403.63 feet (a chord being N 30°33'21" W 59.37 feet) a distance of 59.43 feet to an existing 4" x 4" concrete monument at the end of said curve; thence N 26°23'53" W and continuing with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle 313.97 feet to a ½" rebar with cap 3861 set at the Northeasterly corner of aforesaid Suzanne Borodofsky property per Deed Book 888, page 374; thence N 55°53'51" E 25.42 feet to a ½" rebar with cap 3861 set in the

centerline of said Barkley Woods Drive (private) and said Brower Circle; thence S 26°21'50" E with said centerline 317.41 feet to a point at the beginning of a curve to the left having a radius of 377.98 feet; thence Southeastwardly with said curve to the left and continuing with said centerline (a chord being S 30°21'51" E 53.17 feet) a distance of 53.21 feet to a mag nail with washer 3861 set; thence S 49°26'31" W 25.14 feet to the Point of Beginning and containing 9,330 square feet and shown as Tract B per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION

OF

TRACT C

(12,258 SQUARE FEET)

Lying along Barkley Woods Drive (Private) and being part of Brower Circle dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken Court Clerks Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Southwesterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339 at its intersection with the Southerly right-of-way line of Blandville Road (U.S. Highway 62); THENCE FROM SAID POINT OF BEGINNING N 57°06'13" E with the Southerly right-of-way line of said Blandville Road 47.86 feet to the centerline of said Barkley Woods Drive (private) and Brower Circle; thence S 26°21'50" E with said centerline 480.48 feet to a ½" rebar with cap 3861 set; thence S 55°53'51" W 25.42 feet to a ½" rebar with cap 3861 set at the Southeasterly corner of the Annie F. Gwinn property per Deed Book 888, page 384; thence Northwestwardly with the Southwesterly right-of-way line of said Barkley Woods Drive (private) and said Brower Circle for the following 2 calls; N 26°22'47" W 458.58 feet to a ½" rebar with cap 3861 set at the beginning of a curve to the left having a radius of 20.00 feet; and Northwestwardly along said curve to the left (a chord being N 74°34'13" W 29.82 feet) a distance of 33.65 feet to the Point of Beginning and containing 12,258 square feet and shown as Tract C per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION

OF

TRACT D

(25,675 SQUARE FEET)

Lying along the Southerly side of Blandville Road (U.S. Highway 62) and being part of Barkley Woods Drive (private) and Brower Circle per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerk Office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Southerly right-of-way line of Blandville Road at its intersection with the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 for the following 4 calls: Southwestwardly with a curve to the left having a radius of 20.00 feet (a chord being S 15°26'35" W 26.67 feet) a distance of 29.19 feet to an existing ½" rebar with cap 3732 at the end of said curve; S 26°21'50" E 782.81 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 352.98 feet; Southeastwardly with said curve to the left (a chord being S 41° 13' 49" E 181.54 feet) a distance of 183.63 feet to an existing 4" x 4" concrete monument at the end of said curve; and S 56°23'39" E 70.49 feet to a point at the Southerly end of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339; thence S 33°43' 45" W with the Southerly end of said Barkley Woods Drive (private) and said Brower Circle 25.00 feet to a ½" rebar with cap 3861 set in the centerline thereof; thence Northwestwardly with the centerline of said Barkley Woods Drive (private) and said Brower Circle for the following 3 calls: N 56°23'39" W 69.72 feet to a point at the beginning of a curve to the right having a radius of 377.98 feet; Northwestwardly along said curve to the right (a chord being N 41°17'37" W 195.20 feet) a distance of 197.44 feet to a point at the end of said curve; and N 26°21'50" W 797.89 feet to a mag nail with washer 3861 set in the

aforesaid Southerly right-of-way line of Blandville Road; thence N 57°15'02" E with said Southerly right-of-way line 43.05 feet to the Point of Beginning and containing 25,675 square feet and shown as Tract "D", per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION

OF

TRACT E

(31,659 SQUARE FEET)

Lying on the Northeast side of Barkley Woods Drive (private) and being Plum Street as dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 3732 in the Northeasterly right-of-way line of Barkley Woods Drive (private) and Brower Circle per Plat Section "G", Page 339 at its intersection with the Southerly right-of-way line of Plum Street as dedicated per Brower Park Subdivision per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING N 26°21'50" W with the Northeasterly right-of-way line of said Barkley Woods Drive (private) and Brower Circle per Plat Section "G", page 339 a distance of 90.72 feet to an existing ½" rebar with cap 3732 in the Northerly right-of-way line of said Plum Street per Plat Section "G", page 339; thence Eastwardly with the Northerly right-of-way line of said Plum Street per Plat Section "G", page 339 for the following 2 calls: Southeastwardly with a curve to the left having a radius of 20.00 feet (a chord being S 74°33'36" E 29.81 feet) 33.63 feet to an existing ½" rebar with cap 3732 at the end of said curve and N 57°15'02" E 592.28 feet to an existing 4" x 4" concrete monument at the Northwesterly end of said Plum Street per Plat Section "G", page 339; thence S 54°48'43" E with the Northerly end of said Plum Street a distance of 54.12 feet to an existing 4" x 4" concrete monument at the Northeasterly end of said Plum Street; thence Southwestwardly with the Southerly right-of-way line of Plum Street per Plat Section "G", page 339 for the following 2 calls: S 57°15'02" W 622.69 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 20 feet; and Southwestwardly with said curve to the left (a chord being S 15°26'36" W 26.67 feet) a distance of 29.19 feet to the point of beginning and containing 31,659 square feet and shown as Tract "E" per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

LEGAL DESCRIPTION

OF

TRACT F

(1.346 ACRES)

Lying between Plum Street and Barkley Woods Drive (Private) and being a portion of Brower Circle as dedicated per Brower Park Subdivision recorded in Plat Section "G", page 339, McCracken County Clerks office, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 4" x 4" concrete monument in the Northeasterly right-of-way line of Brower Circle per Plat Section "G", page 339 at its intersection with the Southeasterly right-of-way line of Plum Street per Plat Section "G", page 339; THENCE FROM SAID POINT OF BEGINNING Eastwardly with the Northeasterly right-of-way line of Brower Circle as dedicated per Plat Section "G", page 339 for the following 5 calls: Southwardly with a curve to the left having a radius of 57.69 feet (a chord being S 0°56'17" W 96.00 feet) a distance of 113.39 feet to an existing ½" rebar with cap 3732 at the end of said curve; S 55°22'18" E 65.04 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 271.93 feet; Southeastwardly with said curve to the left (a chord being S 76°05'56" E 192.48 feet) a distance of 196.75 feet to an existing ½" rebar with cap 3732 at the end of said curve; N 83°10'26" E 11.57 feet to an existing ½" rebar at the beginning of a curve to the right having a radius of 192.56 feet; and Southeastwardly with said curve to the right (a chord being S 81°36'55" E 113.66 feet) a distance of 115.38 feet to an existing ½" rebar with cap 3732 at the end of said curve and in the Westerly line of the L.D. Sanders Arcadia Subdivision recorded in Plat Section "A", page 218 and 219; thence S 33°43'45" W with the Westerly line of said L.D. Sanders Arcadia Subdivision and the Easterly right-of-way line of aforesaid Brower Circle per Plat Section "G", page 339 a distance of 697.06 feet to a point; thence N 56°23'39"

W 70.49 feet to an existing 4" x 4" concrete monument in the Westerly right-of-way line of said Brower Circle per Plat Section "G", page 339; thence Northeastwardly with the Westerly right-of-way line of said Brower Circle for the following 3 calls: Northeastwardly with a curve to the left having a radius of 20.00 feet (a chord being N 80°27'58" E 28.28 feet) a distance of 30.33 feet to an existing ½" rebar with cap 3732 at the end of said curve; N 33°43'45" E 570.27 feet to an existing ½" rebar with cap 3732 set at the beginning of a curve to the left having a radius of 20.00 feet; and Northwestwardly with said curve to the left (a chord being N 31°33'30" W 32.04 feet) a distance of 37.16 feet to an existing ½" rebar with cap 3732 at the end of said curve and in the Southerly right-of-way line of aforesaid Brower Circle per Plat Section "G", page 339; thence Northwestwardly with the Southerly right-of-way line of said Brower Circle for the following 3 calls: Northwestwardly with a curve to the right having a radius of 321.93 feet (a chord being N 76°05'56" W 227.87 feet) a distance of 232.92 feet to an existing ½" rebar with cap 3732 at the end of said curve; N 55°22'18" W 127.44 feet to an existing ½" rebar with cap 3732 at the beginning of a curve to the left having a radius of 67.61 feet; and Northwestwardly with said curve to the left (a chord being N 89°03'38" W 74.84 feet) a distance of 79.30 feet to an existing 4" x 4" concrete monument in the Southeasterly right-of-way line of aforesaid Plum Street per Plat Section "G", page 339; thence N 57°15'02" E with the Southeasterly right-of-way line of said Plum Street 185.67 feet to the Point of Beginning and containing 1.346 Acres and shown at Tract "F" per "Plat of Application to Close and Vacate Streets" prepared by Siteworx Survey & Design LLC dated July 8, 2022.

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 these Right-of-Ways shall be forwarded to the Board of Commissioners with this Resolution.



Bob Wade, Chairman

Adopted by the Paducah Planning Commission on July 13, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: August 22, 2023

Short Title: Approve Section 8 Housing Choice Voucher Program FY24 Budget - **D. JORDAN**

Category: Ordinance

Staff Work By: Lindsay Parish, Daron Jordan, Jonathan Perkins, Lasica McEwen
Presentation By: Daron Jordan

Background Information: Pursuant to 24 CFR § 990.315 the Section 8 Housing Choice Voucher Program is required to submit approval of its annual operating budget to the US Department of Housing and Urban Development (HUD). The City Commission is the approving authority for the Section 8 budget. This action approves the annual operation budget for the Section 8 Housing Choice Voucher Program for Fiscal Year 2024 as attached.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Budget Section 8

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE ADOPTING THE ANNUAL OPERATING BUDGET FOR THE
PADUCAH KENTUCKY SECTION 8 HOUSING CHOICE VOUCHER PROGRAM FOR
THE FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30, 2024, BY ESTIMATING
REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION
OF SAID PROGRAM

WHEREAS, pursuant to 24 CFR § 990.315 the Section 8 Housing Choice Voucher Program is required to submit approval of its operating budget to the US Department of Housing and Urban Development (hereinafter “HUD”); and,

WHEREAS, said annual operating budget must be approved by the Paducah City Commission.

WHEREAS, the Board of Commissioners has reviewed the proposed Annual Operating Budget for the Paducah Section 8 Housing Choice Voucher Program and desires to adopt it for Fiscal Year 2024.

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

Section 1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, for the Section 8 Housing Choice Voucher Program as set forth in Exhibit A attached hereto is hereby adopted.

Section 2. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 3. All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____
ORD/FIN/Budget Section 8

Exhibit A

Budget Section 8

Start Date

07/01/2023 TO 06/30/2024

Beginning Balance Estimate \$275,000.00

YR end Balance

ACCOUNT NAME	ACCOUNT #	Budget	12 MONTH EXPENSE	ENDING BALANCE
NON-TECH Salaries	4110	\$135,000.00		\$135,000.00
Legal Fees	4130	\$500.00		\$500.00
Staff Training	4140	\$2,500.00		\$2,500.00
Travel Reimbursement Paid to staff	4150	\$500.00		\$500.00
Travel in Town	4150.1	\$165.00		\$165.00
Purchase New Vehicle	4150.4	\$-		\$-
Accounting Fees	4170	\$7,800.00		\$7,800.00
Audit Fees	4171	\$4,000.00		\$4,000.00
Employee Benefits	4182	\$66,000.00		\$66,000.00
Office Supplies	4190.01	\$4,000.00		\$4,000.00
Postage	4190.03	\$5,000.00		\$5,000.00
Printing	4190.07	\$4,500.00		\$4,500.00
Advertising	4190.08	\$500.00		\$500.00
Inspection Services	4190.09	\$21,000.00		\$21,000.00
Membership Dues/Fees	4190.12	\$1,570.00		\$1,570.00
Telephone	4190.13	\$1,800.00		\$1,800.00
Forms & Office Supplies	4190.17	\$440.00		\$440.00
Misc/Fees/Late Pymts/Pics	4190.18	\$100.00		\$100.00
Administrative Contracts/Wilson copy	4190.19	\$5,000.00		\$5,000.00
Sundry Computer under \$2500	4190.21	\$100.00		\$100.00
Outside Management Fees	4195	\$11,000.00		\$11,000.00
Maintenance & Operation	4400	\$525.00		\$525.00
Automobile Insurance	4510.03	\$800.00		\$800.00
Extraordinary Maintenance	4610	\$700.00		\$700.00
Total		\$273,500.00	\$-	\$273,500.00