



**CITY COMMISSION MEETING
AGENDA FOR OCTOBER 23, 2018
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PROCLAMATION: Head Start Awareness Month - Kristy Lewis

PROCLAMATION: Vietnam Veterans Honor and Remembrance Day - Suzanne Clinton

PRESENTATION Parks & Recreation Master Plan - Bacon, Farmer and Workman Engineering & Testing, Inc.

PRESENTATION Comprehensive Stormwater Master Plan Phase I Completion - Strand & Associates - John Lyons & Mike Woolum

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

	I. <u>CONSENT AGENDA</u>
	A. Approve Minutes for October 9, 2018
	B. R & F Documents
	C. Personnel Actions
	D. KDLA Local Records Grant Program Application - B BARNHILL
	E. KLCIS 2018 Liability Grant Program Application - M THOMPSON
	F. FEMA FY 2018 Assistance to Firefighters Grant (AFG) Application - S KYLE
	G. 2019 Litter Abatement Program Grant Application - T TRACY
	H. FEMA FY2018 Pre-Disaster Mitigation Grant Application - S KYLE
	I. Amend MO # 2123 Accepting 2017-18 Edward Byrne Memorial Justice Accountability Grant (JAG) Award- B BARNHILL

		J. Accept 2018-19 Edward Byrne Justice Accountability Grant (JAG) Award - B BARNHILL
		K. Accept FY2018 Bulletproof Vest Partnership (BVP) Grant Award - B BARNHILL
		L. Approval of Contract with Midtown Alliance of Neighbors for Operating Funds and Provision of Affordable Housing Construction and Rehabilitation - T TRACY
		M. Structural and Geotechnical Analysis of Former Showroom Lounge - SHERYL CHINO
		N. Riverfront/Downtown Hotel Market Study - SHERYL CHINO
		O. Accept Donation of Property at 1737, 1739, 1741 and 1743 Martin Luther King Drive - G CHERRY
	II.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Rezoning of Properties as Described in Ordinance #2018-7-8540 - T TRACY
		B. Final Annexation of Properties Described in Ordinance #2018-7-8540 - T TRACY
		C. Approve Contract for Pat & Jim Brockenborough Rotary Health Park Sprayground and Restroom Project - M THOMPSON
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Noble Park Peck Addition Design Contract - M THOMPSON
		B. Transfer of Riverfront Property Pursuant to Current Survey - LISA EMMONS
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

October 9, 2018

At a Regular Meeting of the Board of Commissioners, held on Tuesday, October 9, 2018, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Rhodes and Mayor Harless (3). Commissioners Holland and Wilson were absent (2).

INVOCATION

Commissioner Abraham gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

CONSENT AGENDA

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

I(A)	Minutes for the September 25, 2018, City Commission Meeting
I(B)	<u>Receive & File Documents</u> <i>Minute File:</i> 1. Certificate of Liability Insurance – AST Environmental, Inc. <i>Deed File:</i> 1. Quitclaim Deed – COP – Gary Johnson, et al – 605 South 8th Street (MO#2143) 2. Quitclaim Deed – COP – Gary Johnson, et al – 603 South 8th Street (MO#2144) 3. Deed of Conveyance – COP – Kathleen Kelly – 517 N. 7th Street (MO#2145) <i>Contract File:</i> 1. Grant Agreement - Four Rivers Recovery Center - CDBG <i>Financials File:</i> 1. City of Paducah – Financial Report – Period ending June 30, 2018 2. Paducah Junior College, Inc. – Financial Statement Year ended June 30, 2018 3. City of Paducah – Fourth Quarter (FY2018) Investment Summary 4. Paducah Water Works – Financial Statements Years ended June 30, 2018 and 2017 <i>Bids:</i> 1. Paducah Health Park – Phase II – Wilkins Construction Company Evrard-Strang Construction *
I(C)	Reappointment of Landee Bryant to the Main Street Board. This term shall expire June 10, 2022.
I(D)	Reappointment of Dabney Haugh & Carol Vanderbough to the Civic Beautification Board. These terms shall expire July 1, 2022.
I(E)	Appointment of Alberta Davis to the Board of Adjustment to replace Shirley Lanier

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	who has resigned. This term shall expire August 31, 2021.
I(F)	Personnel Actions
I(G)	A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2018-2019 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (M.O. # 2157; BK 10)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE PADUCAH-MCCRACKEN COUNTY CONVENTION AND VISITORS BUREAU FOR \$25,000 FOR SPECIFIC SERVICES RELATED TO THE AMERICAN QUILTERS SOCIETY FALL QUILT SHOW (M.O. # 2158; BK 10)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000 FOR SPECIFIC SERVICES (M.O. # 2159; BK 10)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF \$50,000 FOR MAKER SPACE AND ENTREPRENEURIAL DEVELOPMENT SERVICES (M.O. # 2160; BK 10)
I(K)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE ONE (1) KNUCKLE BOOM LOADER FROM MUNICIPAL EQUIPMENT, INC., IN AN AMOUNT OF \$142,773.35 FOR UTILIZATION BY THE SOLID WASTE DIVISION (M.O. # 2161; BK 10)
I(L)	A MUNICIPAL ORDER AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PADUCAH AND BACON, FARMER AND WORKMAN ENGINEERING & TESTING, INC., IN AN AMOUNT OF \$102,500 FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT (M.O. # 2162; BK 10)
I(M)	A MUNICIPAL ORDER APPROVING AND ADOPTING THE VISION INSURANCE PLAN PREMIUMS FOR CALENDAR YEAR 2019 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O. # 2163; BK 10)
I(N)	A MUNICIPAL ORDER APPROVING AND ADOPTING THE DELTA DENTAL PLAN PREMIUMS FOR CALENDAR YEAR 2019 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M.O. # 2164; BK 10)
I(O)	A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS FOR CALENDAR YEAR 2019 FOR EMPLOYEES OF THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M.O. # 2165; BK 10)

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I(P)	A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARDS THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 2019 PLAN YEAR (M.O. # 2166; BK 10)
I(Q)	A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE AND AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2019 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME (M.O. # 2167; BK 10)

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

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes and Mayor Harless (3).

ORDINANCE(S) – ADOPTION

SETTING TAX LEVIES: AD VALOREM PROPERTIES

Commissioner Rhodes offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2018, THROUGH JUNE 30, 2019, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED”.

<u>PURPOSE</u>	<u>RATE PER \$100.00</u>
<u>General Fund of the City</u>	
Real Property	\$0.261
Personal Property	\$0.390
Motor Vehicles & watercraft	\$0.390
<u>School Purposes</u>	
Paducah Junior College	
Real Estate	\$0.016
Personal Property	\$0.016
Motor Vehicles & watercraft	\$0.031
The City of Paducah shall collect the following taxes for the Board of Education:	
Paducah Independent School District	
Real Property	\$0.840
Personal Property	\$0.840
Inventory	\$0.840
Total Tax Rate per \$100 - real property	\$1.117

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Total Tax Rate per \$100 - personal property	\$1.246
Total Tax Rate per \$100 – inventory	\$0.840
Total Tax Rate per \$100 – motor vehicle & watercraft	\$0.421

Property taxes levied herein shall be due and payable in the following manner:

In the case of tax bills which reflect an amount due of less than Eight Hundred Dollars (\$800.00), the payment shall be due on November 1, 2018, and shall be payable without penalty and interest until November 30, 2018.

In the case of all other tax bills, payment shall be in accordance with the following provisions:

- The first half payment shall be due on November 1, 2018, and shall be payable without penalty and interest until November 30, 2018.
- The second half payment shall be due on February 1, 2019, and shall be payable without penalty and interest until February 28, 2019.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes and Mayor Harless (3). (ORD # 2018-10-8550; BK 35)

PARTIAL STREET CLOSURE: D.A.V. DRIVE (GREEN STREET)

Commissioner Abraham offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF D.A.V. DRIVE (GREEN STREET), BETWEEN 1616 AND 1700 IRVIN COBB DRIVE, NORTH OF CHAMBLIN AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This Ordinance is summarized as follows: That the City of Paducah hereby authorizes the closing of a portion of D.A.V. Drive also known as Green Street and authorizes the Mayor to execute all documents necessary to complete the transfer of property to the property owners in or abutting the public ways to be closed.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes and Mayor Harless (3). (ORD # 2018-10-8551; BK 35)

ORDINANCE(S) – INTRODUCTION

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

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

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

Commissioner Abraham offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE

October 9, 2018

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

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

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

COMMENTS

CITY MANAGER COMMENTS

City Manager Arndt complimented the crews that participated and helped with BBQ on the River.

BOARD OF COMMISSIONERS COMMENTS

Mayor Harless announced that the recreational trails program grant will be awarded in an amount of \$100,000 to install a pedestrian footbridge over Perkins Creek to connect the Greenway Trail to the McCracken County trail system.

Commissioner Abraham spoke about a meeting that was held this week with Department of Corrections Commissioner Jim Erwin. There will be programs coming soon to help people located at Keeton Corrections transition out of the facility.

PUBLIC COMMENTS

Michael Swinford and Randy Beeler made comments about the Veterans Day Parade.

ADJOURN

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

Meeting ended at approximately 5:56 p.m.

ADOPTED: October 23, 2018

Brandi Harless, Mayor

ATTEST:

October 9, 2018

Lindsay Parish, City Clerk

October 23, 2018

Deed File:

1. Quitclaim Deed – COP - Cameron D. Brewer Northside of Flournoy Street (MO#2154)
2. Quitclaim Deed – COP – Darrell Matheny 1216 Park Avenue (MO #2146)

Contract File:

1. Contract For Services - Paducah-McCracken County Visitors Bureau (Fall 2018 Quilt Show) (MO #2158)
2. Contract For Services GPEDC – (MO #159)
3. Professional Services Agreement – Bacon, Farmer, Workman (MO #2162)
4. Anthem Blue Cross/Blue Shield – Insurance Renewal (MO #2163)
5. Anthem Blue Cross/Blue Shield – Stop Loss (MO #2167)
- 6.

Financials File:

1. River Heritage Museum – 2017 Form 990
2. Paducah Art House Alliance, Inc. (Maiden Alley Cinema) – Year ended August 31, 2017
3. Paducah Symphony Orchestra – Year ended June 30, 2017
4. Market House Theatre – Year ended Jun 30, 2017

**CITY OF PADUCAH
PERSONNEL ACTIONS
October 23, 2018**

NEW HIRE - FULL-TIME (F/T)

<u>EMERGENCY COMMUNICATION SRVC:</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Lambert, Sarah R.	Data Entry Clerk	\$18.27/Hr.	NCS	Non-Ex	November 8, 2018

FIRE - SUPPRESSION

Holzapfel, Jonathan J.	Firefighter	\$12.97/Hr.	NCS	Non-Ex	November 1, 2018
Matheny, Jeremy S.	Firefighter	\$12.97/Hr.	NCS	Non-Ex	November 1, 2018
McKinney, ShaeLea D.	Firefighter	\$12.97/Hr.	NCS	Non-Ex	November 1, 2018

NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>FINANCE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Copeland, Angela R.	Revenue Manager	\$55.00/Hr.	NCS	Non-Ex	October 22, 2018

NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>PARKS - SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Williams, Jordan	Recreation Leader-Class Instructor	\$17.00/Hr.	NCS	Non-Ex	October 25, 2018

EPW - FLOODWALL

Bradley, Billy P.	Temp Pump Operator	\$10.00/Hr.	NCS	Non-Ex	October 9, 2018
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PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>FINANCE</u>					
Midkiff, Emi L.	Accountant \$20.96/Hr.	Revenue Manager \$32.21/Hr.	NCS	Exempt	October 11, 2018

****Note: Emi will accrue vacation time as a ten (10) year employee****

Oliver, Dylan M.	Account Clerk \$15.64/Hr.	Revenue Technician \$16.50/Hr.	NCS	Non-Ex	October 25, 2018
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TERMINATIONS - FULL-TIME (F/T)

<u>FINANCE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Copeland, Angela R.	Revenue Manager	Resignation	October 19, 2018

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

<u>EPW - FLOODWALL</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Hayden, Larry D.	Temp Pump Operator	Resignation	October 9, 2018

POLICE OPERATIONS

Gilbert, William E.	Police Officer	Retirement	October 31, 2018
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Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: KDLA Local Records Grant Program Application - **B BARNHILL**

Category: Municipal Order

Staff Work By: Amy Travis , Melanie Townsend

Presentation By: Brandon Barnhill

Background Information: The Kentucky Local Records Branch provides records management assistance to more than 2,900 local government agencies in the Commonwealth. The Paducah Police Department wishes to apply for a Kentucky Department of Libraries and Archives (KDLA) grant to digitize 40 boxes of felony case files that state law requires to be stored for 80 years. The size of the boxes and files has created a lack of storage space and digitizing them will allow the paper files to be shredded and discarded. The work to scan and digitize the files will be competitively bid according to the city's and KDLA's guidelines (bid attached). No match is required. The grant amount is dependent upon the bids received.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents.

Attachments:

1. Municipal Order
2. Bid Packet

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A
KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE
KENTUCKY LOCAL RECORDS BRANCH FOR THE PADUCAH POLICE DEPARTMENT
TO BE USED TO DIGITIZE FELONY CASE FILES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an
application for a Kentucky Department for Libraries and Archives grant through the Kentucky
Local Records Branch for the Paducah Police Department to be used to digitize felony case files.
The amount of the grant is dependent upon the bids received by the City. No local cash or in-
kind match is required.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018
Recorded by Lindsay Parish, City Clerk, October 23, 2018
mo\grants\application- Ky Dept Libraries & Archives KDLA – Police 10-2018

INVITATION FOR BID PROPOSAL

The Office of the Paducah Police Department is applying for a Kentucky Local Records Program grant and is now accepting bid proposals for services/equipment/supplies.

Special Conditions – **See Attachment A**

1. Bid proposals for micrographics services will only be considered from offerers whose laboratories are certified by the Kentucky Department for Libraries and Archives, or from offerers who use certified laboratories to process their microfilm.
2. Work must be performed in accordance with applicable policies and regulations of the Kentucky Department for Libraries and Archives as stated in 725 KAR 1:050. Microfilm produced with grant funds must be tested and approved by the Department before authorization for payment will be given.
3. Copies of digital images created as a result of this project must be supplied to the Kentucky Department for Libraries and Archives upon completion of the project and before payment is rendered.
4. Offerers will supply all required diazo copies to the Kentucky Department for Libraries and Archives of any microfilm created as a result of the project once the primary copy has cleared quality control.
5. Roll microfilm used in this project must be polyester based.
6. Micrographics services offerers must indicate the roll length that will be used and provide an estimated roll count for each line item that is accurate to within one roll.
7. Grant funds may be expended for initial quality control costs. Costs accrued from additional quality control services will be the sole responsibility of the offerer.
8. Offerers for services must make an on-site examination of the materials before submitting a bid proposal. Special conditions or needs (photostats, bindings, physical conditions, formats, etc.) must be taken into account before a proposal is submitted. All proposals must include the date the on-site examination was made.
9. Clarification of terms, descriptions, conditions or specifications for equipment/supplies is the sole responsibility of the offerer.
10. Bid proposals must include separate, itemized price quotes for each line item of the proposed project, or section for which the offerer is making a proposal, and a total cost of all sections bid on.
11. **Offerers must provide services or materials within the term of the grant following the beginning of the FY 2019 and subsequent availability of state funds.**
12. **Written notification from the local agency and the signed, returned obligation statement shall constitute a legal obligation on the part of the offerer to provide the services as stated.**
13. Selection of a bid proposal is contingent upon the award of the Local Records Program grant and subsequent availability of state funds.
14. Written proposals must be received no later than **2pm CDT, October 12, 2018** to be considered.

Signature/Title

Printed Name

Date

Attachment A

September 18, 2018

Project (Bid) Specifications: Paducah Police Department (PPD)

Section I – Scanning/Digitizing Paper Records

1. Scan/digitize approximately 200K pages (Approximately 80 cubic feet of paper records or 43 mixed sized boxes) – Felony Investigation Files, L6669
 - o Electronic Arrangement (Mirror Boxes) - Electronic files must be foldered and subfoldered just as they currently are arranged as paper files, i.e., foldered by box number, thereby subfoldered chronological by case folders. Each image must be searchable (OCR, or other). Documents are to be repacked in boxes maintaining original numeric and chronological order.
 - o Documents (boxes) must be picked up from, and returned to, facility storage shelving at PPD.
 - o Vender must provide both physical and electronic document access to PPD for the entirety of project (while paper documents are off-site being converted).
2. Provide scanned images on an external portable media in a format preferred by PPD. E.g., Vender provides PDF images on an external hard-drive.

Section II – Miscellaneous Equipment (boxes)

1. Repack each set of records as originally marked/identified (per box label) into new one (1) cubic foot archival boxes. Some records will need to go from a single box to multiple boxes, in these cases boxes must be identified as box 1 of 2, 2 of 2, etc. Grantee must approve storage boxes. (preferred box size is 1 cubic foot and of archival quality. PPD will provide box labels for vender to use)

NOTE: It is the sole responsibility of the prospective bidder to evaluate box conditions, sheet sizes, sheet/page counts, location pickup and delivery, record arrangement, and any other aspect of this bid not explicitly expressed in these specifications.

IF YOU DO NOT WISH TO BID, PLEASE SUBMIT A **NO BID**.

Bids must be returned no later than 2pm CDT, October 12, 2018 to:

Paducah City Clerk
300 South Fifth Street, 2nd Floor
PO Box 2267
Paducah, KY 42002-2267

To arrange an onsite review and/or for questions, please contact:

Amy Travis, Records Manager
Phone: (270) 444-8547
Email: atravis@paducahky.gov

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: KLCIS 2018 Liability Grant Program Application - **M THOMPSON**

Category: Municipal Order

Staff Work By: Mark Thompson, Melanie Townsend

Presentation By: Mark Thompson

Background Information: The Kentucky League of Cities Insurance Services (KLCIS) program is open to cities and agencies that are current members with general liability insurance coverage. The City of Paducah is eligible for \$3,000 worth of funding for a 50/50 matching grant. The Parks Services Department seeks to apply for \$3,000 for mulch to go around playground equipment. The total cost of the mulch is \$6,000.00 with the balance after KLC grant funds being paid for by Parks Services. The required \$3,000 match for the KLCIS program will come from the FY19 Parks Services budget.

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

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

Funds Available: Account Name: Grounds Supplies

Account Number: 1000-2402-5-3515-0

Staff Recommendation: Authorize and direct the Mayor to execute any applicable grant documents.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A MATCHING GRANT IN THE AMOUNT OF \$3,000 FROM THE KENTUCKY LEAGUE OF CITIES LIABILITY GRANT PROGRAM FOR THE PURCHASE OF MULCH TO BE PLACED AROUND PLAYGROUND EQUIPMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a matching grant in the amount of \$3,000 from the Kentucky League of Cities Liability Grant Program for the purchase of mulch to be placed around playground equipment at the Pat & Jim Brockenborough Rotary Health Park, Kolb Park and Stuart Nelson Park. Matching funds will come from the Ground Supplies Account number 1000-2402-535150.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018
Recorded by Lindsay Parish, City Clerk, October 23, 2018
\\mo\grants\klc liability grant- mulch playground

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: FEMA FY 2018 Assistance to Firefighters Grant (AFG) Application - **S KYLE**

Category: Municipal Order

Staff Work By: Steve Kyle, Matt Tinsley, Melanie Townsend

Presentation By: Steve Kyle

Background Information:

The Paducah Fire Department proposes to submit a grant application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA), Assistance to Firefighters Grant (AFG) program. The primary goal of the AFG Program is to meet the firefighting and emergency response needs of fire departments and emergency service organizations.

The request for funding in the FY2018 AFG Application is for a heavy rescue truck. The department's Technical Rescue Team uses the current truck, which pulls a trailer full of equipment for the team's various capabilities. The Technical Rescue Team has continually added capabilities — High and Low angle Rope Rescue, Trench Rescue, Confined Space Rescue and Structural Collapse Rescue. As capabilities are added so is the equipment necessary for those activities. The current rescue truck is becoming overloaded, which is a safety concern, and it's prohibiting future growth of the Technical Rescue Team.

The total project cost is estimated at \$300,000. A 10% match in the amount of \$30,000 is required, which will come from the Fire Department's general fund.

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

If yes, please list the Action Step Item Codes(s): P-5: Improve multi-agency critical incident response strategy.

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Authorize and direct the planning department to submit a FY2018 AFG application electronically through the FEMA website application portal.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR AN ASSISTANCE TO FIREFIGHTERS MATCHING GRANT IN AN AMOUNT OF \$270,000 FOR A HEAVY RESCUE TRUCK FOR THE PADUCAH FIRE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary through the Department of Homeland Security, Federal Emergency Management Agency, for an Assistance to Firefighters matching grant in the amount of \$270,000 for a heavy rescue truck for the Paducah Fire Department. Local cash match will be in the amount of \$30,000 which will be provided through the Fire Department's general fund.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018
Recorded by Lindsay Parish, City Clerk, October 23, 2018
\\mo\grants\app-fire-homeland security FEMA 10-2018

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: 2019 Litter Abatement Program Grant Application - **T TRACY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Tammara Tracy

Background Information:

The Kentucky Division of Waste Management (DMW) provides funds across the Commonwealth to local jurisdictions for litter abatement. The litter abatement award amount is based on a street mileage formula with Paducah having 223 miles of city streets. In 2018, DMW awarded the Engineering/Public Works Department \$14,093.51 for their Street Litter Abatement Program.

The City uses Litter Abatement funding for litter/trash pick-up along roadways and within the parks. This grant also funds street sweeping activities, personnel costs, and disposal costs.

Engineering/Public Works Department proposes to submit an application to KY Division of Waste Management for the 2019 Litter Abatement Award. The grant amount will be based on the formula using the total number of street miles within the City and the number of applicants this year. This award requires no local cash or in-kind match.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to sign all applicable grant application documents.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2019
KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF
WASTE MANAGEMENT FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT
STREET LITTER ABATEMENT PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application for a 2019 Kentucky Litter Abatement Program grant through the Kentucky Division of Waste Management for the Engineering/Public Works Department's Street Litter Abatement programs. The grant amount will be based on a formula using the total number of street miles within the City and number of applicants. No local cash or in-kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018
Recorded by Lindsay Parish, City Clerk, October 23, 2018
mo\grants\application-Litter Abatement 2019

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: FEMA FY2018 Pre-Disaster Mitigation Grant Application - **S KYLE**

Category: Municipal Order

Staff Work By: Deputy Chief Matt Tinsley, Melanie Townsend

Presentation By: Steve Kyle

Background Information:

The 2018 Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, local and tribal governments to implement and sustain cost-effective measures designed to reduce risk to individuals and property from natural hazards, while also reducing reliance on Federal funding from future disasters. This funding is separate from FEMA's post-disaster public assistance funding.

The Paducah Fire Department is proposing to purchase and install two (2) generators for emergency power needs. These generators will be located at Fire Station #4 (3189 Jackson St) and Fire Station #5 (1714 Broadway). FS #4 has a generator that currently will not allow full operation of the station on generator power. FS #5 does not have an emergency power generator. In order to maximize effectiveness of the stations' capabilities, generators of the correct load capacity are being proposed for FS #4 and FS #5.

The total cost for the project, including design, purchase, and installation, is \$97,115, with the grant program funding 75% of the cost or \$72,836 and requiring a 25% match of \$24,279. The match is coming from PFD funds in operating budget.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to sign all required grant application documents and authorize the submittal of the grant application through Grants.gov and the FEMA ND grants web portal.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO SUBMIT A PRE-DISASTER MITIGATION MATCHING GRANT APPLICATION IN THE AMOUNT OF \$72,836 THROUGH THE US DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE AND INSTALLATION OF TWO GENERATORS FOR THE PADUCAH FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute all required documents necessary for the Planning Department to submit a Pre-Disaster Matching Grant application through the US Department of Homeland Security Federal Emergency Management Agency (FEMA) requesting \$72,836 for the purchase and installation of two (2) generators for Fire Stations #4 and #5. A local match of 25% is required in the amount of \$24,279 which will be provided by the Paducah Fire Department operating budget.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018
Recorded by Lindsay Parish, City Clerk, October 23, 2018
mo\grants\app –FEMA Pre-disaster Mitigation-fire station generators

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Amend MO # 2123 Accepting 2017-18 Edward Byrne Memorial Justice Accountability Grant (JAG) Award- **B BARNHILL**

Category: Municipal Order

Staff Work By: Joseph Hayes, Melanie Townsend

Presentation By: Brandon Barnhill

Background Information: On July 10, 2018 the City Commission approved MO 2123 for the acceptance of 2017 Edward Byrne JAG award in the amount of \$11,284 for the purchase of one (1) license plate reader by the Paducah Police Department.

The Paducah Police Department originally proposed to purchase two (2) license plate readers. The above referenced grant would have paid for one (1) of those readers. Due to the delay in the awarding of the 2017 JAG funding, the Paducah Police Department went ahead and purchased the other license plate reader with local funds. The license plate reader has not performed satisfactorily. Therefore, the City of Paducah has requested and received a change in scope of project through the US Department of Justice. The Paducah Police Department proposes to purchase five (5) hand held radios. These radios will replace current radios which are at end of useful life. Due to an on-going E911 communication system upgrade, the current radios are becoming obsolete, as well as manufacturer discontinued. The new radios would be compatible with upgraded technology. The cost of the radios is \$2774.49 each. The Paducah Police Department plans to purchase five (5) radios with a project cost of \$13,872.45. The additional funding of \$2588.45 will be provided from the operational budget.

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

If yes, please list the Action Step Item Codes(s): P-1: Purchase and implement a county-wide radio system for use by all local public safety and non-public safety agencies.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the acceptance of the change of scope for the 2017-2018 JAG award to allow the purchase of five (5) hand-held radios.

Attachments:

1. Municipal Order
2. JAG 2017 Change of Scope approval

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 2123 ENTITLED “A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2017-2018 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT IN THE AMOUNT OF \$11,284.00 FOR THE PURCHASE OF A LICENSE PLATE READER SYSTEM FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME” TO CHANGE THE SCOPE OF SAID GRANT TO PURCHASE FIVE (5) HAND-HELD RADIOS FOR THE PADUCAH POLICE DEPARTMENT

WHEREAS, the City of Paducah applied for a 2017-2018 Edward Byrne Memorial Justice Accountability Grant through the U.S. Department of Justice, adopted by Municipal Order No. 1996 on August 22, 2017, to be used for the purchase of a license plate reader system for the Paducah Police Department; and

WHEREAS, the City of Paducah accepted said grant award on July 10, 2018, by approval of Municipal Order No. 2123; and

WHEREAS, the City of Paducah requested and received a change in scope of the project through the US Department of Justice to use said grant funds for the purchase of five (5) hand-held radios instead of the originally planned purchase of a license plate reader system; and

WHEREAS, it is now necessary to amend Municipal Order No. 2123 to reflect the change in scope.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$11,284.00 through the U.S Department of Justice for a 2017-2018 Edward Byrne Memorial Justice Accountability Grant for the purchase of ~~a license plate reader system~~ five (5) hand-held radios for the Paducah Police Department and authorizes the Mayor to execute the Grant Agreement and all related documents. No local or in kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners October 23, 2018

Recorded by Lindsay Parish, City Clerk October 23, 2018

MO\grants\award-17-8 Edward Byrne Memorial Justice Accountability Grant JAG AMEND



Change Project Scope GAN



[All Active](#)

[Change Requested](#)

[Approved](#)

[Denied](#)

[Draft](#)

[Create Grant Adjustment](#)

[Help/Frequently Asked Questions](#)

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information			
Grantee Name:	City of Paducah	Project Period:	10/01/2016 - 09/30/2020
Grantee Address:	300 SOUTH 5TH STREET P.O. BOX 2267 PADUCAH, 42002	Program Office:	BJA
Grantee DUNS Number:	08-239-7217	Grant Manager:	Kandia Conaway
Grantee EIN:	61-6001891	Application Number(s):	2017-H3200-KY-DJ
Vendor #:	616001891	Award Number:	2017-DJ-BX-0301
Project Title:	2017-2018 JAG Mobile License Plate Reader Project	Award Amount:	\$11,284.00
Change Project Scope			
*Scope Change Types			
☒ Altering programmatic activities		☐ Altering the purpose of the project	
☐ Changing the project site		☐ Change in organization with primary responsibility for implementation of grant	
☐ Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities that are central to the purpose of the award		☐ Other (Please enter type of scope change below)	
*Required Justification for Change Project Scope:			
The Paducah Police Department originally proposed to purchase two (2) license plate readers. The above referenced grant would have paid for one (1) of these readers. Due to the delay in the awarding of the 2017 JAG funding, the Paducah			
Attachments:			
Filename:	User:	Timestamp:	Action:
Program Narrative-change of scope.docx	sergeantsteve	10/09/2018 9:48 AM	Delete Attachment
Budget Narrative-change of scope.docx	sergeantsteve	10/09/2018 9:48 AM	Delete Attachment
Project Identifiers-change of scope.doc	sergeantsteve	10/09/2018 9:49 AM	Delete Attachment
Budget Detail Worksheet.revised 2017.xlsm	sergeantsteve	10/09/2018 9:50 AM	Delete Attachment
Change of scope narrative.docx	sergeantsteve	10/09/2018 9:51 AM	Delete Attachment
Actions:			
Close			
Printer Friendly Version			

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	PO - GAN 1st Line Supervisor	pfeltze	10/10/2018 10:33 AM	View Note
Submitted	PO - Grant Manager	sergeantsteve	10/09/2018 9:53 AM	View Note
Draft	EXTERNAL - External User	sergeantsteve	10/09/2018 9:52 AM	View Note
Draft	EXTERNAL - External User	sergeantsteve	10/09/2018 9:48 AM	View Note

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Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Accept 2018-19 Edward Byrne Justice Accountability Grant (JAG) Award - **B BARNHILL**

Category: Municipal Order

Staff Work By: Capt. Joe Hayes, Melanie Townsend

Presentation By: Brandon Barnhill

Background Information:

The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The city received notice of eligibility for the amount of \$11,816 in October of 2017, and was authorized by Municipal Order 2135 to apply for the funding for the Paducah Police Department for the purchase of five (5) hand held radios. The grant doesn't require a local match, but the estimated cost is around \$13,872.45 and the difference between available funds and the total cost will come from the department's general fund.

The application also required an Interlocal Agreement to be signed and approved by the City Commission and McCracken County Fiscal Court, ensuring neither entity has applied for federal funds for this project. That agreement was approved by MO 2149, adopted Sept. 10, 2018. The Interlocal Agreement will be sent to the Department for Local Government upon approval to accept this funding.

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

If yes, please list the Action Step Item Codes(s): P-1: Implement a county-wide radio system for use by all local public safety organizations.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant award documents

Attachments:

1. Municipal Order
2. AWARD_REPORT (1)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2018-2019 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT IN THE AMOUNT OF \$11,816 FOR THE PURCHASE OF FIVE (5) HANDHELD RADIOS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a 2018-2019 Edward Byrne Memorial Justice Accountability Grant through the U.S. Department of Justice, adopted by Municipal Order No. 2135 on August 21, 2018, to be used for the purchase of five (5) hand-held radios for the Paducah Police Department; and

WHEREAS, the U.S. Department of Justice has approved the application and is now ready to award this grant.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$11,816.00 through the U.S Department of Justice for a 2018-2019 Edward Byrne Memorial Justice Accountability Grant for the purchase of five (5) hand-held radios for the Paducah Police Department and authorizes the Mayor to execute the Grant Agreement and all related documents. No local or in kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners October 23, 2018
Recorded by Lindsay Parish, City Clerk October 23, 2018
MO\grants\award-18-19 Edward Byrne Memorial Justice Accountability Grant JAG



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

The Honorable Brandi Harless
City of Paducah
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002-2267

Dear Mayor Harless:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$11,816 for City of Paducah.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kandia M. Conaway, Program Manager at (202) 514-9205; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

October 1, 2018

The Honorable Brandi Harless
City of Paducah
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002-2267

Dear Mayor Harless:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

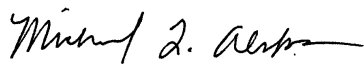
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	Grant	PAGE 1 OF 24																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Paducah 300 South 5th Street P.O. Box 2267 Paducah, KY 42002-2267	4. AWARD NUMBER: 2018-DJ-BX-0593																	
	5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2019																	
	6. AWARD DATE 10/01/2018	7. ACTION Initial																
2a. GRANTEE IRS/VENDOR NO. 616001891	8. SUPPLEMENT NUMBER 00																	
2b. GRANTEE DUNS NO. 082397217	9. PREVIOUS AWARD AMOUNT \$ 0																	
3. PROJECT TITLE City of Paducah/McCracken County Hand Held Radio Project	10. AMOUNT OF THIS AWARD \$ 11,816																	
	11. TOTAL AWARD \$ 11,816																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)																		
14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																		
15. METHOD OF PAYMENT GPRS																		
AGENCY APPROVAL GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Brandi Harless Mayor																	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE																
AGENCY USE ONLY																		
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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



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57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



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PROJECT NUMBER 2018-DJ-BX-0593

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

63. Withholding of funds: DHS questions

The recipient may not obligate, expend or drawdown funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 23 OF 24

PROJECT NUMBER 2018-DJ-BX-0593

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

64. Withholding of funds: Subrecipient monitoring policies

The recipient's response to the Subrecipient Management and Monitoring question(s) of the Financial Management and System of Internal Controls Questionnaire indicates that the recipient may not have controls in place to monitor the activities of any subrecipient, as necessary, to ensure that the subaward is used for authorized purposes in compliance with Federal laws, regulations, and the terms and conditions of the subaward and that subaward performance goals are achieved. (See 2 CFR 200.331(d)). The recipient agrees to submit a copy of its subrecipient monitoring policies and procedures to the OJP program office.

If the recipient anticipates that it will not make a subaward under this award then, instead of submitting subrecipient monitoring policies and procedures, the recipient agrees that it must advise OJP in writing that it does not intend to make a subaward under this award.

The recipient may not obligate, expend, or draw down funds under this award until either-- (1) the OJP program office has received, and OJP has reviewed and approved, the subrecipient monitoring policies and procedures, or (2) the OJP program office has received and considered the recipient's written communication and has agreed (for purposes of federal grants administrative requirements) that no subawards are anticipated under this award ? and a Grant Adjustment Notice has been issued to remove this condition.

The recipient understands and agrees that it is obligated to immediately notify the OJP grant manager in writing of any later change in its plan to make or not make a subaward under this award.

65. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

66. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

67. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

68. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 24 OF 24

PROJECT NUMBER 2018-DJ-BX-0593

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

69. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

70. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Paducah

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
			Grant	
		PROJECT NUMBER 2018-DJ-BX-0593	PAGE 1 OF 1	
This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)				
1. STAFF CONTACT (Name & telephone number) Kandia M. Conaway (202) 514-9205		2. PROJECT DIRECTOR (Name, address & telephone number) Melanie Townsend Grants Administrator 300 So. 5th Street P.O. Box 2267 Paducah, KY 42002-2267 (270) 444-8690 ext.2063		
3a. TITLE OF THE PROGRAM BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT City of Paducah/McCracken County Hand Held Radio Project				
5. NAME & ADDRESS OF GRANTEE City of Paducah 300 South 5th Street P.O. Box 2267 Paducah, KY 42002-2267		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 10/01/2017 TO: 09/30/2019		8. BUDGET PERIOD FROM: 10/01/2017 TO: 09/30/2019		
9. AMOUNT OF AWARD \$ 11,816		10. DATE OF AWARD 10/01/2018		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/Jag). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any				

equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Accept FY2018 Bulletproof Vest Partnership (BVP) Grant Award - **B BARNHILL**

Category: Municipal Order

Staff Work By: Robin Newberry, Melanie Townsend

Presentation By: Brandon Barnhill

Background Information: The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program provides a maximum 50-percent reimbursement for the purchase of body armor for police.

The Police Department has been awarded \$6,330 from the BVP program for the purchase of 15 body armor vests. The total project cost is \$12,660. This grant requires a 50-percent match. Matching funds, in the amount of \$6,330, will be provided from the department's operating funds.

The grant application was approved through municipal order 2100 on May 23, 2018.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Police Department to draw down grant funds as acceptance of grant conditions.

Attachments:

1. Municipal Order
2. Application approval

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2018 U.S. BULLETPROOF VEST PARTNERSHIP GRANT AWARD IN AN AMOUNT OF \$6,330 FOR THE PURCHASE OF FIFTEEN (15) BODY ARMOR VESTS FOR USE BY THE PADUCAH POLICE DEPARTMENT

WHEREAS, the City of Paducah applied for a 2018 U.S. Bulletproof Vest Partnership Grant through the U.S. Department of Justice, adopted by Municipal Order No. 2100 on May 23, 2018, to be used for the purchase of fifteen (15) body armor vests hand-held radios for the Paducah Police Department; and

WHEREAS, the U.S. Department of Justice has approved the application and is now ready to award this grant.

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

SECTION 1. That the Paducah Police Department is hereby authorized draw down grant funds as acceptance of grant conditions for a 2018 U.S. Bulletproof Vest Partnership Grant through the U.S. Department of Justice in the amount of \$6,330 to be used to purchase fifteen (15) body armor vests for the Police Department. The 50% local match of \$6,330 will be provided by the Police Department's operating funds.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018
Recorded by Lindsay Parish, City Clerk, October 23, 2018
\\mo\grants\award - police-bulletproof vest 2018

APPLICATION SUMMARY

Date Submitted to BVP: 05/29/18

Application Status: Approved by BVP

APPLICATION PROFILE

Participant PADUCAH CITY

Fiscal Year 2018

**Number of Agencies
Applied** 0

**Total Number of Officers
for Application** 71

**Number of Officers on
Approved Applications** 71

APPLICATION PROFILE

Fiscal Year 2018

**Vest Replacement
Cycle ⓘ** 5

Number of Officers 71

**Number of
Emergency
Replacement or
Needs ⓘ** **Number
of Stolen
Damaged** 0

**Number
of Officer
Turnover** 0

APPLICATION SUMMARY FOR FY 2018 REGULAR FUND

Applicant	Quantity	Total Cost	Date Submitted	Status
PADUCAH CITY	15	\$12,660.00	05/29/18	Approved by BVP View Details
Grand Totals:	15	\$12,660.00		

AWARD SUMMARY FOR FY 2018 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$12,660.00	\$6,330.00	10/03/18	Approved by BVP
Grand Totals:	\$12,660.00	\$6,330.00		

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Approval of Contract with Midtown Alliance of Neighbors for Operating Funds and Provision of Affordable Housing Construction and Rehabilitation - **T TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy

Presentation By: Tammara Tracy

Background Information: One of the most basic and daunting challenges the City of Paducah faces is the provision of affordable housing. From it flows a high quality of life, stable property values, consumers and workers that fuel an active, vibrant commercial area, and a pool of capable workers.

Over the past decade, Midtown Alliance of Neighbors has been a reliable partner in providing safe and affordable housing in the city and county, most recently demonstrated in the Fountain Avenue project area. To increase the pace of providing affordable housing and the options for funding it, a Community Housing Development Organization (CHDO) designated by the Commonwealth adds a significant dimension to the city's response to this need. To become a CHDO, efficiencies and expertise must be proven. Consequently, as a preferred eligible partner, a CHDO can more easily secure state funds. Therefore, assisting our reliable partner, Midtown Alliance of Neighbors to achieve this status will magnify our efforts and ultimately yield better and faster results.

The contract provides both operating funds and matching project funds for Midtown Alliance of Neighbors. The operating funds provide the boost needed to hire critical personnel (construction manager and financial manager). It is anticipated that similar funding may be needed for another year or two to allow time for alternative funding to be secured. The project funds are a one-time monetary injection to be used as leverage for grants.

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

If yes, please list the Action Step Item Codes(s): N-9

Funds Available: Account Name: Midtown Alliance

Account Number: 2400-0401-580680

Staff Recommendation: Approve and authorize the Mayor to execute the agreement with Midtown Alliance of Neighbors.

Attachments:

1. Municipal Order
2. Contract 2018 Midtown Alliance

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES WITH MIDTOWN ALLIANCE OF NEIGHBORS IN AN
AMOUNT NOT TO EXCEED \$241,500 FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Midtown Alliance of Neighbors in an amount not to exceed \$241,500 for performance of
services as outlined in said contract. An amount of \$141,500 shall be for operational funding and
an amount not to exceed \$100,000 shall be for matching grant funds. This contract shall expire
June 30, 2019.

SECTION 2. This expenditure will be charged to Midtown Alliance Account No.
24000401-580680.

SECTION 3. This Municipal Order shall be effective from and after the date of
its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018

Recorded by Lindsay Parish, City Clerk, October 23, 2018

\\mo\contract-Midtown Alliance of Neighbors

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2018, by and between the **CITY OF PADUCAH** ("City") and the **MIDTOWN ALLIANCE OF NEIGHBORS**.

WITNESSETH:

WHEREAS, the MIDTOWN ALLIANCE OF NEIGHBORS strives to create strong neighbors and neighborhoods through education, community activities, and home rehabilitation within the City of Paducah;

WHEREAS, the MIDTOWN ALLIANCE OF NEIGHBORS since its founding in 2008 as a 501(c)(3) non-profit organization has maintained close ties with the local community in which it serves and includes those neighbors on its Board of Directors;

WHEREAS, over 170 families needing critical safety, security, accessibility, maintenance, and weatherization repairs have been helped during Midtown's annual Repair Affair events; and

WHEREAS, since 2012, MIDTOWN ALLIANCE OF NEIGHBORS has provided emergency repairs for 62 elderly, disabled or low-income households totaling \$585,524 and included: 27 roof replacements, 11 new HVAC systems (some with ductwork), 7 complete electrical rewires, 6 accessible bathrooms;

WHEREAS, the MIDTOWN ALLIANCE OF NEIGHBORS provides reentry opportunities for men from the local halfway house who perform community service work as well as the local Lifeline's addiction recovery program;

WHEREAS, the MIDTOWN ALLIANCE OF NEIGHBORS has been an exceptional partner in the Fountain Ave project, completely renovating five houses and providing cleanout and basic maintenance on many homes as requested;

WHEREAS, many of these projects have been completed using grant funds that awarded from a variety of sources with strict guidelines, such as the Federal Home Loan Bank of Cincinnati, Kentucky Housing Corporation's Houseworks program and GAP Pool, and Kentucky Heritage Council's Historic Tax Credits;

WHEREAS, the MIDTOWN ALLIANCE OF NEIGHBORS has met with the staff of the Kentucky Housing Corporation to discuss the possibility of being invited to be a designated Community Housing Development Organization (CHDO);

WHEREAS, creating strong neighbors and neighborhoods through education, community activities, and home rehabilitation in the Paducah area serves a valid public purpose;

WHEREAS, the City of Paducah desires to help build the capacity of the MIDTOWN ALLIANCE OF NEIGHBORS to become a CHDO certified by the Commonwealth;

WHEREAS, safe and high quality affordable housing is critically needed in Paducah; and

WHEREAS, the City of Paducah needs a reliable, locally-connected partner in providing affordable housing.

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, 2019.

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 such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OBJECTIVES AND SERVICES

- (A) To advance their capacity to fulfill the mission of providing safe and affordable housing in the City of Paducah, the MIDTOWN ALLIANCE OF NEIGHBORS shall specifically:
- Hire and employ one full-time construction manager to handle the actual renovation and construction activities, and one full-time equivalent staff capable of fulfilling record management and financial accountability standards as outlined in 24 CFR 84.21, "Standards for Financial Management Systems";
 - Provide assistance in the renovation, rehabilitation and construction of safe and affordable housing in the City of Paducah focusing on the needs of senior, disabled and low-income residents;
 - Maintain their 501(c) tax-exempt status and maintain a record of good standing; and
 - Continue building sufficient capacity to meet the KHC's eligibility requirements for a CHDO.
- (B) The MIDTOWN ALLIANCE OF NEIGHBORS shall maintain the emergency repair assistance program addressing life, health, and safety concerns, and undertake the provision of at least 5 affordable housing units, in some combination of new construction or renovation that is grant funded.

SECTION 4: OPERATIONS PAYMENT

- (A) In consideration of the MIDTOWN ALLIANCE OF NEIGHBORS meeting the objectives and services indicated in item (A) of Section (3) and compliance with this Contract, the City shall pay the MIDTOWN ALLIANCE OF NEIGHBORS an amount not to exceed ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$141,500) to be disbursed in three (3) installments. The first installment shall be on or after November 1st; second installment on or after February 1st; and third installment on or after June 1st. In

the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

- (B) In consideration of the MIDTOWN ALLIANCE OF NEIGHBORS meeting the objectives and services indicated in item (B) of Section 3, the City shall pay the MIDTOWN ALLIANCE OF NEIGHBORS an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) to be used with applicable grant award(s).

SECTION 5: ACCOUNTING

- (A) For payment under item (A) in Section 4, the MIDTOWN ALLIANCE OF NEIGHBORS shall supply documentation demonstrating the employment of requisite personnel, such as W-2 forms, and shall supply an annual financial audit to the City. Further, the MIDTOWN ALLIANCE OF NEIGHBORS shall provide a periodic summary of activities that meet the objectives and services prior to the installment dates indicated in Section 4.
- (B) For payment under item (B) in Section 4, the MIDTOWN ALLIANCE OF NEIGHBORS shall provide appropriate documentation of the applicable grant award.

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 the MIDTOWN ALLIANCE OF NEIGHBORS 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 remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

MIDTOWN ALLIANCE OF NEIGHBORS

Brandi Harless, Mayor

Janel Tate, President

R:\Planning\20 Community Development\Midtown Alliance\MAN Contracts\Contract 2018 Midtown Alliance.docx

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Structural and Geotechnical Analysis of Former Showroom Lounge - **SHERYL CHINO**

Category: Municipal Order

Staff Work By: Sheryl Chino

Presentation By: Sheryl Chino

Background Information:

In the effort to develop the Paducah Riverfront from the Carson Center to the Convention Center, the Planning Department is assessing redevelopment opportunities for the former Executive Inn Showroom Lounge located at the Convention Center. The former Showroom Lounge has sat vacant since approximately 2009. In order to ensure potential developers that the structure is structurally sound, the Planning Department is seeking the completion of structural and geotechnical analysis of the building.

Civil Design, Inc. (CDI) has submitted a proposal to complete the structural analysis, as well as, a geotechnical analysis of the foundations. The proposal is for \$26,500.

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

If yes, please list the Action Step Item Codes(s): E-1

Funds Available: Account Name: TIF Application DT0044

Account Number: 40001201-523070

Staff Recommendation: Authorize and direct the Mayor to execute a contract agreement with CDI to complete the structural and geotechnical analysis of the former Showroom Lounge building.

Attachments:

1. Municipal Order
2. CDI proposal_P3518.01_09-22-18

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL DESIGN, INC. (CDI) IN AN AMOUNT OF \$26,500 FOR A STRUCTURAL AND GEOTECHNICAL ANALYSIS OF THE FORMER EXECUTIVE INN SHOWROOM LOUNGE BUILDING

WHEREAS, in an effort to develop the Paducah Riverfront from the Carson Center to the Convention Center, the Planning Department is assessing redevelopment opportunities for the former Executive Inn Showroom Lounge located at 415 Park Street, adjacent to the Paducah McCracken County Convention and Expo Center; and

WHEREAS, the former Showroom Lounge has sat vacant since approximately 2009 and the City now desires to contract with Civil Design, Inc. to analyze the structural soundness of the building for future development; and

WHEREAS, a written determination has been made by the City Manager that this contract is for professional engineering services and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(3).

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

SECTION 1. That the Mayor is hereby authorized to execute a professional services agreement with Civil Design, Inc., for structural and geotechnical analysis of the former Executive Inn Showroom Lounge building located at 415 Park Street and adjacent to the Paducah Convention Center.

SECTION 2. This agreement shall be in the amount of \$26,500 and will be charged to Account No. 40001201-523070, Project No. DT0044.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018

Recorded by Lindsay Parish, City Clerk, October 23, 2018

MO\contract-Civil Design Showroom Lounge Analysis



September 22, 2018

Sheryl Chino
Planning Project Manager
City of Paducah
Planning Department
P.O. Box 2267
Paducah, KY 42002-2267

SUBJECT: Proposal for Structural Engineering Services – 415 Park Street Building (Old Showroom Lounge adjacent to Paducah Convention Center)
CDI Project Number: P3518.01

Dear Sheryl:

Thank you for the opportunity to provide this proposal for professional structural engineering services. The following depicts our understanding of the scope of work for this project.

PROJECT DESCRIPTION

CDI will perform the following services for the City of Paducah:

- Perform a comprehensive structural evaluation of the existing framing system that is currently supporting the 415 Park Street building as mentioned in the inspection report.
- Upon completion of the structural evaluation CDI will provide a report with recommendations to the City related to:
 - Steel substructure piers
 - Steel substructure framing
 - Steel wall & roof framing
 - Concrete sidewalks
 - Steel handrailing
 - Concrete hollow-core floor beams
 - Geotechnical aspects of the river bank and the foundations
- CDI will provide estimated floor load capacities based on the inspection and assumed material grades based on information common for the timeframe of original construction.
- CDI will provide any recommendations necessary for repairs or improvements necessary

PROJECT FEES

Structural Analysis of existing building	\$16,500
Geotechnical (Borings & Report)	\$10,000

This contract will be considered a lump sum, unless another method is preferred.

Work will be billed at Civil Design, Inc.'s option either upon completion of services or on a monthly basis. Invoices are payable based on the payment terms defined in the contract. One and one-half percent (1.5%) per month will be charged on amounts outstanding 60 days.

Please call if you have any questions. We sincerely look forward to working with you on this project.

Sincerely,



CIVIL DESIGN, INC.
Building Stronger Communities

ADAM D. BOHNHOFF, PE, SE
Structural Department Manager
www.civildesigninc.com
abohnhoff@civildesigninc.com

Authorized (Signature): _____

Authorized (Print): _____

Company Name: _____

Title: _____

The above signed company representative agrees to the terms of this proposal, and authorizes Civil Design, Inc. to commence work, as described in this proposal above.

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Riverfront/Downtown Hotel Market Study - **SHERYL CHINO**

Category: Municipal Order

Staff Work By: Sheryl Chino

Presentation By: Sheryl Chino

Background Information:

In the effort to develop the Paducah Riverfront from the Carson Center to the Convention Center, the Planning Department requested a proposal from Consult Econ, Inc. to prepare a hotel market study of the riverfront/downtown area. The analysis is expected to take 6-8 weeks to complete and the Scope of Work includes:

1. A Site Review
2. Supply Analysis
3. Existing Hotel Demand Trends
4. Operation Profile (generators of business)
5. Demand for New Product
6. Final report

Consult Econ, Inc. has prepared similar studies for Paducah in the past with the most recent in 2011. They have also completed market analyses for the River Discovery Center and the Market House Museum.

Consult Econ, Inc.'s proposed fee is for \$32,500 to complete the Scope of Work outlined above, which includes one consultant trip to Paducah. Other out-of-pocket costs such as additional travel, communications, data purchase, reproduction and other direct costs would be billed at an additional cost not to exceed 7% (\$2,275) of the total professional fee. Therefore, the total cost shall not exceed \$34,775.

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

If yes, please list the Action Step Item Codes(s): E-1

Funds Available: Account Name: TIF Application DT0044

Account Number: 40001201-523070

Staff Recommendation: Authorize and direct the Mayor to execute a contract agreement with Consult Econ, Inc. to complete a hotel market study for the riverfront/downtown area.

Attachments:

1. Municipal Order
2. 23642-Paducah KY Hotel Market Study ConsultEcon Proposal 100218

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CONSULTECON, INC. IN AN AMOUNT NOT TO EXCEED \$34,775 FOR PREPARATION OF A HOTEL MARKET STUDY OF THE RIVERFRONT AND DOWNTOWN AREA

WHEREAS, in an effort to develop the Paducah Riverfront from the Carson Center to the Convention Center, the Planning Department desires to contract with ConsultEcon, Inc., for preparation of a hotel market study of the riverfront and downtown area; and

WHEREAS, a written determination has been made by the City Manager that this contract is for professional services and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(3).

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

SECTION 1. That the Mayor is hereby authorized to execute a professional services agreement with ConsultEcon, Inc., for a hotel market study for the riverfront and downtown area.

SECTION 2. This agreement shall be in the base amount of \$32,500 plus potential additional costs not to exceed \$2,275 for a total amount not to exceed \$34,775. This expenditure will be charged to Account No. 40001201-523070, Project No. DT0044.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018
Recorded by Lindsay Parish, City Clerk, October 23, 2018
MO\contract-Consult Econ Riverfront Downtown Hotel Market Study

October 2, 2018

Sheryl Chino
Planning Project Manager
City of Paducah
Planning Dept.
P.O. Box 2267
Paducah, KY 42002
Sent via email: sdchino@paducaky.gov

RE: Proposal for Market Study of a New Downtown Hotel in Paducah, KY

Dear Sheryl,

Based on our recent conversations, ConsultEcon is pleased to submit this proposal to complete a hotel market study for the City of Paducah, KY. We understand that the City of Paducah is looking to include a third-party market assessment of the potential demand for a new hotel in downtown Paducah to include in its application for tax increment funds from the Commonwealth of Kentucky.

This proposal includes a description of our firm and relevant experience, scope of services, optional services, fees, timing, and contractual issues.

FIRM PROFILE

ConsultEcon, Inc. was established in 1991 to provide strategic business advisory services to clients in the fields of tourism, hospitality, visitor attractions, real estate development, and community economic development. Our services include:

- ◆ **Market and Financial Feasibility Studies:** Evaluation of the market support for and financial feasibility of a wide range of real estate and tourism projects.
- ◆ **Business and Master Plans:** Development of business plans and master plans for hospitality, visitor attractions and other real estate.
- ◆ **Site Evaluation and Selection:** Assessment of sites from a market and economic perspective in a structured process to support owners and physical designers to identify and secure the best site for their project.
- ◆ **Management and Operational Analysis:** Evaluation of management and operational aspects of programs and projects, and analysis of alternative organizational strategies and models.
- ◆ **Socio-Economic Impact Evaluations:** Analysis of the socio-economic impacts associated with project and program development.

- ◆ **Project Implementation:** Targeted strategies for achieving project and plan implementation.
- ◆ **Organization Strategies:** Repositioning facilities and organizations to better address their audiences, respond to market and funding changes, and identify strategies to enhance mission fulfillment and revenue generation.

Our studies are essential to the conceptualization and planning of real estate because they provide an objective economic analysis, assist with right-sizing, and the development of operating plans. The senior staff at ConsultEcon have many years of experience serving a wide range of clients, including private companies, financial institutions, municipalities, county and state governments, universities, non-profit organizations, and developers. The staff understands the needs and motivations of both the public and private sectors. Much of ConsultEcon's work has been in multidisciplinary settings where associated professionals have worked to develop action plans or to generate process-oriented solutions to complex projects.

ConsultEcon's national and international experience provides insights and information regarding best practices and success factors as well as benchmarks and case studies. Our substantial knowledge of market, financial and operational issues of hospitality and visitor attractions, nationally and internationally is the basis for our work. The staff of ConsultEcon has completed more than 850 assignments, including market and feasibility studies, business plans and implementation strategies, pre-opening plans, management and operational strategies. Our ongoing work and more than 3,000 project reference files provide a vast body of information from which to draw comparable experiences, operating factors, and to identify the approaches that are most effective. Our knowledge of the industry helps us to communicate effectively and efficiently with the client group, facility personnel, and allied professionals. Additional information can be found on our website, www.consultecon.com.

RELEVANT EXPERIENCE

ConsultEcon is familiar with the market context and trends impacting the potential for a new hotel in downtown Paducah due to its prior experience in the City. ConsultEcon's experience is as follows.

- ◆ **Downtown Hotel Market Study: Paducah, KY -Paducah Downtown Hotel: Paducah, Kentucky** – Evaluated the market potential for a downtown hotel to inform the city's plans for attracting a developer and operator. Work included a review of trends in hotel supply and demand, an assessment of potential demand from leisure, convention/conference and transient business market segments, and recommendations on project size, scale and positioning.
- ◆ **Renaissance Area Master Plan: Paducah, KY - Paducah Renaissance Area Master Plan: Paducah, Kentucky** – Identified ways to link Paducah's arts and cultural destinations within the downtown and waterfront area, as part of a multi-disciplinary team. An important part of the analysis was a review of other arts-oriented communities in order to identify appropriate cultural tourism product mix

and marketing strategies for the City, the Main Streets organization and the local convention and visitors bureau. In addition, we evaluated the how the demand for a downtown hotel from arts and cultural market segments to inform the city's plans for attracting a developer and operator.

- ◆ **River Heritage Museum: Paducah, KY** - ConsultEcon staff conducted market analysis, financial and operations planning, and economic impacts evaluation for the major expansion planned for the River Heritage Museum. As a follow-up to that market study, we participated in a charrette with other team members to refine the planning work for the expansion.
- ◆ **William A. Clark Market House Museum: Paducah, KY** - As part of a multi-disciplinary team including architecture and exhibit design, ConsultEcon provided input on site issues and facility programming, reviewed resident and tourist market information to estimate attendance potential, and developed a business plan for this new regional history museum.

Other relevant tourism project experience includes:

- ◆ **Owensboro Convention Center: Owensboro, Kentucky** - Evaluated the market opportunity and appropriate scale and amenities of the proposed Owensboro Convention Center. The Owensboro Convention Center was replacing an obsolete convention hall and hotel and is a key component of the city's downtown revitalization. This included review of alternative operating and management scenarios; site analysis; review of comparable and competitive projects; and potential event activity.
- ◆ **Economic and Fiscal Impact of Alternative Waterfront Uses: Alexandria, Virginia** – Evaluated the economic impacts and fiscal revenues of alternative uses for the Alexandria Economic Development Partnership. Three development scenarios were evaluated, including: residential townhomes; mixed-use hotel, restaurant and office space; and arts and cultural uses.
- ◆ **Conference Center/Hotel Feasibility: Austin, Texas** – Analyzed the market potential for development of a hotel/conference center to be located in a former student dormitory facility. Also outlined the hotel/conference center concept, reviewed the hotel and meetings market and the local and regional competitive context, described the market potential for those uses, and evaluated the financial implications of a phased conversion.
- ◆ **Riverfront Development Feasibility: North Augusta, South Carolina** – Evaluated alternative approaches to developing a major flood plain area. Development has been made feasible by recent water projects, and uses under consideration include: residential, commercial, golf course, marina and conference center. Issues addressed include market support, infrastructure funding, cost benefit analysis, fiscal and economic impacts, and alternative funding strategies including tax increment financing (TIF). CEI worked part of a multi-disciplinary planning team.

- ♦ **Ft. Devens Business Services Center: Devens, Massachusetts** – Evaluation of the market support for a business services center in Devens, MA. This study made specific recommendations for types of retail businesses and services that would be appropriate for the site, as well as the type and amount of residential space. Also reviewed hotel room supply and demand and lodging trends in the area, and made recommendations for hotel provision, including conference center requirements and possible enhancement of the Devens Sports Arena.

SCOPE OF SERVICES

Task 1. Project Initiation

Review existing reports and plans on downtown Paducah, hospitality data, and tourism reports provided by the City. Meet with the city in Paducah to confirm the scope and goals for the hotel market study, tour the downtown area and potential sites for a new hotel, and discuss the redevelopment plan and state funding application to provide additional context for the proposed hotel development.

Task 2. Downtown Site Review

Evaluate proposed site(s) for new hotels as identified by the city from a market perspective. Relevant factors that influence the new hotel's market opportunity will be evaluated, such as location in downtown, site ownership, site size and marketability, potential for parking, and adjacent and nearby uses, as appropriate. Identify site most suited for new hotel development based on the relevant factors.

Task 3. Supply Analysis

Review the current context for the accommodations industry in Paducah and the metropolitan area by developing baseline information on current supply, including B+B's, motels, hotels and any other accommodations as appropriate. This would include a review of rooms available, rates, and quality and type of facility, as well as location related to downtown Paducah.

Task 4. Existing Hotel Demand Trends

Generate operating data on the accommodations supply such as room nights sold, sold out nights, annual and monthly occupancy rates, and average daily rates as data are available.

Task 5. Operating Profile

Generate hotel demand data by interviewing key generators of business such as the Seaman's Institute, Carson Center, Paducah-McCracken County Convention and Expo Center, attractions and event operators, area businesses and government and making assumptions about the visiting friends and relatives (VFR) market and the general tourist market based on attendance at area visitor attractions.

Task 6. Demand for New Product

Make a preliminary judgment about the supply/demand relationship, product mix and latent demand for new accommodations (with a particular orientation to the question of the potential for a new hotel in downtown). We will also assess the potential effects of a new hotel on demand at existing hotels.

Task 7. Memorandum Report

A final draft memorandum report will be prepared and submitted for review and comment. Following a single round of client review, a revised final memorandum report will be issued.

ADDITIONAL SERVICES

The client may request consulting services in areas beyond the scope of this contract. Additional services at this phase of planning could include a project socio-economic impacts report, additional on-site meetings, evaluation of changes in project definition, and evaluation of other issues beyond those discussed in the scope of services. These or other services can be compensated on an agreed-upon additional fixed fee or at our usual daily or hourly billing rates. No additional services will be provided without the client's prior written consent.

CONTRACTUAL PROVISIONS: FEES AND TIME

The total professional fee for Tasks 1 through 7 is \$32,500, which includes all professional time. This fee includes one consultant trip to Paducah for the client meeting and field work. Direct costs such as travel, communications, data purchase, reproduction and other direct, out-of-pocket costs will be billed at cost in addition to the professional fee, but will not exceed 7 percent (\$2,275) of the total professional fee.

We will bill on a percentage complete basis, two times per month. Direct expenses will be billed as they are incurred. We would require a deposit of 20 percent of the professional fee (\$6,500) to initiate work on the project. The deposit would be applied as a credit against the final invoices. Additional services will be separately contracted as required.

The time required to complete this study would be 6 to 8 weeks of commencing work, or consistent with your overall project schedule. This timing assumes client availability during the period of study.

ACCEPTANCE

This proposal may be accepted by signing and returning one copy for the hotel market study in downtown Paducah along with the appropriate deposit. The attached Standard Terms and Conditions are hereby incorporated by reference as a part of this submittal. We hope that this proposal is responsive to your needs. Should you feel any modification of the scope is desirable or have any questions, please do not hesitate to call. This proposal will remain in force for 45 days.

We look forward to working with you and your team on this very interesting and important project.

Very truly yours,



James Stevens
Senior Associate



Thomas J. Martin
President

ACCEPTED BY:

DATE:

CONSULTECON, INC.'S STANDARD TERMS AND CONDITIONS

1. The Client's Responsibilities

1.1 The Client shall provide full information regarding the requirements for the Project. If the Project involves changes to an existing facility, the Client shall furnish accurate and complete information describing the existing conditions at the facility, including but not limited to plans, drawings, depictions, descriptions, and programs of spaces. The Consultant shall be entitled reasonably to rely upon the accuracy and completeness of the information provided in accordance with this Paragraph.

1.2 The Client shall furnish required information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

1.3 The Client shall designate a representative authorized to act in the Client's behalf with respect to the Project. The Client or such authorized representative shall examine the documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid delay in the progress of the Services.

1.4 The Client shall provide for the Consultant's right to enter from time to time, property owned by the Client and/or others so the Consultant may perform the Services.

1.5 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project including, without limitation, such legal services as the Client may require or the Consultant may reasonably request with regard to the applicability or legal interpretation of governmental laws and regulations.

1.6 If the Client observes or otherwise becomes aware of any fault or defect, or suspected fault or defect, in the Project or the Services, prompt written notice thereof shall be given by the Client to the Consultant.

1.7 The Client shall submit copies of proposed certificates or certifications, if any, to the Consultant for review and approval at least 14 days prior to the date that the Client desires the Consultant to execute them. The Client shall not request certifications that would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.7.1 The Client hereby agrees to reimburse the Consultant, without mark-up, for the reasonable costs incurred by the Consultant for legal counsel to review such proposed certificates or certifications. Such expenses, if any, will be included as a line item on the Consultant's monthly statement for Reimbursable Expenses and shall be paid by the Client within the time period specified in the Agreement.

1.8 The Client agrees to name the Consultant as an additional named insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and to provide the Consultant with a Certificate of Insurance evidencing compliance with this provision.

2. Confidentiality

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees and consultants,

without proper consent of the Client, all data and information not previously known to and generated by the Consultant, or in the public domain, or furnished to the Consultant and marked "CONFIDENTIAL" by the Client in the course of the Consultant's performance of Services under the Agreement. These provisions shall not be interpreted to, in any way, restrict the Consultant from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

3. Payments to the Consultant

3.1 The initial payment set forth in the Agreement, if any, is the minimum payment under the Agreement. It shall be credited to the last payment to become due on the Client's account.

3.2 If the Client disputes, in good faith, all or any portion of any statement from the Consultant for Services or Reimbursable Expenses, the Client shall notify the Consultant in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute. The Client and the Consultant will attempt in good faith to resolve such disputes, if any. Amounts that are not in dispute shall be due and payable as provided in the Agreement.

3.3 Timely payments of amounts due for Services and Reimbursable Expenses shall constitute a condition precedent to the Consultant's continued performance of its obligations under the Agreement. If the Consultant so chooses, the Consultant may treat a failure of the Client to make timely payments to the Consultant as a suspension by the Client of the Consultant's Services. The Consultant shall notify the Client in writing if the Consultant chooses to treat late payments in the manner described herein.

4. Reimbursable Expenses

Reimbursable Expenses are in addition to the Consultant's compensation for Services and include actual expenditures made by the Consultant and the Consultant's employees in conjunction with the Services, for the expenses listed in the following Subparagraphs:

4.1 Expenses of transportation in connection with the Services (at a rate equal to current IRS guidelines for private automobile use); long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project

4.2 Travel and subsistence expenses

4.3 Expense of reproductions, postage, and handling of documents

4.4 Expense of data processing and photographic productions techniques

4.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Consultant

4.6 Purchases of data and information.

5. Accounting Records

Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of time charges shall be kept and shall be

CONSULTECON, INC.'S STANDARD TERMS AND CONDITIONS

available to the Client or the Client's authorized representative at mutually convenient times.

6. Termination or Suspension of the Agreement

6.1 The Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

6.2 If the Client suspends the Services, the Consultant shall be compensated for all Services performed prior to the receipt of written notice from the Client of such suspension, together with Reimbursable Expenses then due. If the Services are suspended for more than three months, the Consultant may at any time thereafter terminate the Agreement in accordance with Paragraph 6.1; the suspension in excess of three months constituting a failure substantially to perform by the Client.

7. Ownership and Use of Documents

All documents produced by the Consultant under the Agreement are instruments of service and the Consultant shall be considered their author and shall own and retain the copyright in them. The Client shall be entitled to own a copy of such documents and shall have a non-exclusive license to use, copy and reproduce them. Such license shall not be transferable except with the Consultant's written consent, and shall be irrevocable upon payment in full of all amounts due to the Consultant under the Agreement. The Consultant shall not be responsible for changes made in such documents by anyone other than the Consultant. The Client shall indemnify, hold harmless and defend the Consultant against all claims and liability arising out of such changes or uses by the Client in violation of the terms of the Agreement.

8. Mediation

8.1 All claims, disputes and other matters in question between the parties to the Agreement, arising out of or relating to the Agreement or the breach thereof shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

8.2 The Client and the Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless otherwise mutually agreed upon by the parties shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. The request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

8.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be conducted in Boston, Massachusetts, unless the parties mutually agree otherwise. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

9. Miscellaneous Provisions

9.1 Unless otherwise specified, the Agreement shall be governed by the law of the Commonwealth of Massachusetts.

9.2 The person(s) signing the Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute the Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein.

9.3 As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

9.4 The Client shall only present the report(s), if any, prepared by the Consultant to third parties in their entirety. No abstracting of such report(s) shall be made by the Client without obtaining the Consultant's prior written permission.

9.5 The Consultant assumes no duty or responsibility under the Agreement that may be construed as being for the benefit of, and thereby enforceable by, anyone other than the Client. The Client shall not use report(s), if any, prepared by the Consultant in conjunction with any public or private offering of debt or equity securities without the Consultant's knowledge and prior written consent.

9.6 Unless otherwise specified, the Consultant agrees to provide the Client with one (1) draft report, to which the Client may make comments. Comments from this single round of review will be incorporated by the Consultant into the report document, as appropriate, and a final report will be issued.

9.7 This proposal is valid for 45 days from date of issuance.

10. Successors and Assigns

The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

11. Severability of Provisions

In the event that any term or provisions of the Agreement or these Terms and Conditions is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, that court shall have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad, and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of the Agreement or these Terms and Conditions is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of the Agreement or these Terms and Conditions.

12. Extent of Agreement

The Agreement and these Terms and Conditions represent the entire and integrated agreement between the Client and the Consultant and supersede all prior negotiations, representations, or agreements, either

CONSULTECON, INC.'S STANDARD TERMS AND CONDITIONS

written or oral, with regard to their subject matter. The Agreement and these Terms and Conditions may be amended only by written instrument signed by both the Client and the Consultant.

13. Limitation of Liability

13.1 It is understood and agreed that the Consultant can make no guarantees concerning recommendations made as part of the Services, since those recommendations must be based on facts discovered during performance of the Services and the conditions existing on the date the Services are completed and the recommendations rendered. The Consultant's compensation is neither dependent nor contingent upon specific conclusions or recommendations being made nor on the substance of the advice provided to the Client, if any, as part of the Services.

13.2 The Client and the Consultant intend that the Services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project. Therefore, and not withstanding anything to the contrary contained in the agreement or these Terms and Conditions, the client agrees that, as the Client's sole and exclusive remedy, all claims, demands, and suits shall be directed and/or asserted only against the Consultant, a Massachusetts corporation, and not against any of the Consultant's employees, officers or directors.

13.3 Unless otherwise provided in the Agreement, the Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

13.4 The Client understands and acknowledges that the Consultant and the Consultant's consultants have no authority over, or responsibility for, the means, methods, techniques, sequences or procedures of design, construction or operation selected by the Client or facility operators or for the failure, if any, of any designer, construction contractor, or facility operator to comply with the laws, rules, regulations, ordinances, codes and/or orders applicable to the construction work performed by such contractor(s). The Consultant is not responsible for the effectiveness or results of the design, development, construction or operation of the facility.

13.5 It is agreed by the Client that the Services under the Agreement are not to be used in conjunction with any public or private

offering of debt or equity securities without the Consultant's prior knowledge and written consent, such consent will not be unreasonably withheld. The Consultant shall not be responsible for any documents or offerings that it may be attached to or referenced in documents prepared by the Consultant. It is agreed that the client will indemnify and hold the Consultant harmless against any losses, claims, damages and liabilities under federal and state securities laws that may arise as a result of statements or omissions in public or private offerings of securities.

13.6 It is agreed by the Client that the report will be presented to third parties in its entirety and that no abstracting of the report will be made without first obtaining the Consultant's consent which will not be unreasonably withheld.

13.7 The Client and the Consultant have discussed the Client's risks, rewards and benefits associated with the Services and the Consultant's risks and total compensation for Services. The Client and the Consultant have allocated the risks such that the Client hereby agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client and all others for any and all injuries, claims, losses, costs, expenses, damages (including consequential damages), or claim expenses arising out of the Agreement or its breach, from any cause or causes shall not exceed the total amount of Fifty Thousand Dollars (\$50,000). Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty, as well as violation of federal or state securities laws regulating statements or omissions in public and private offerings of securities.

13.8 The Client agrees to defend, indemnify and hold the Consultant harmless from all claims for liability in excess of the limits set forth in Paragraph 13.7, above, for injury or loss sustained or alleged by any person or entity, whether or not a party to the Agreement, and allegedly arising out of the Consultant's performance of Services under the Agreement.

13.9 Since it would be unfair for the Consultant to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed the Consultant not to perform, the Client hereby waives all claims against the Consultant and agrees to defend, indemnify and hold the Consultant harmless from claims or liability for injury or loss allegedly arising from the Consultant's failure to perform a service that the Client has either refused to authorize or has instructed the Consultant not to perform.

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Accept Donation of Property at 1737, 1739, 1741 and 1743 Martin Luther King Drive - **G CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: Studle & Associates, Inc. and Darlene Wallace - want to donate these properties to the City of Paducah. This will benefit the City to receive these properties versus foreclosure expenses. The properties will be turned over to Planning for future re-development.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize Mayor Brandi Harless to sign two deeds transferring 1737 Martin L King Dr., 1739, 1741 and 1743 Martin L King Dr. properties to the City of Paducah.

Attachments:

1. Municipal Order
2. Deed 1
3. Deed 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1737, 1739, 1741 AND 1743 MARTIN LUTHER KING DRIVE FROM STUDLE & ASSOCIATES, INC. AND DARLENE WALLACE TO THE CITY OF PADUCAH FOR AND IN CONSIDERATION OF \$1.00, AND AUTHORIZING THE MAYOR TO EXECUTE A CONSIDERATION CERTIFICATES IN THE DEEDS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the donation of real property located at 1737, 1739, 1741 and 1743 Martin Luther King Drive from Studle & Associates, Inc. and Darlene Wallace for and in consideration of \$1.00.

SECTION 2. The Mayor is hereby authorized to execute the Consideration Certificates in the Deeds to accept the donation of property approved in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 23, 2018
Recorded by Lindsay Parish, City Clerk, October 23, 2018
\\mo\prop donated -1737, 1739, 1741, 1743 Martin Luther King Drive

DEED OF CONVEYANCE

THIS DEED made and entered into this the 5 day of September, 2018, by and between STUDLE & ASSOCIATES, INC. a/k/a STUDLE & ASSOCIATES, a Kentucky Corporation, of 164 Old Porter Pike, Bowling Green, KY 42103, and DARLENE WALLACE, f/k/a DARLENE MEREDITH, single, of 161 McFadin Station Street #104, Bowling Green, KY 42103, hereinafter called Grantor, and THE CITY OF PADUCAH, KENTUCKY, of 300 South 5th Street, Paducah, KY 42003, hereinafter called Grantee;

WITNESSETH:

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

Lying and being in what is known as Fountain Park Addition to the City of Paducah, Kentucky. A plat of said addition recorded in Deed Book 38, page 147, in the McCracken County Court Clerk's Office, and being Lot No. 7 in Block No. 6 of the aforesaid Fountain Park Addition, and same is situated on Clay Street, and fronts thereon 50 feet and extending back a uniform width of 132 feet to the line of alley.

LESS AND EXCEPT the conveyance to the Kentucky Department of Transportation by deed dated May 22, 1979, of record in Deed Book 619, page 398, in the McCracken County Court Clerk's Office.

Being a part of the same property conveyed to Studle & Associates, a one-half (1/2) undivided interest, and Rickey Meredith and wife, Darlene Meredith, a one-half (1/2) undivided interest, by deed dated December 20, 2007, of record in Deed Book 1136, page 58, McCracken County Court Clerk's Office. Rickey Meredith passed away on or about April 26, 2017, and pursuant to the survivorship provisions contained in the aforementioned deed, title to an undivided one-half (1/2) interest in the above described property vested in Darlene Wallace f/k/a Darlene Meredith. See also Affidavit of Marital Status of record in Deed Book 1208, page 462, aforesaid Clerk's Office.

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

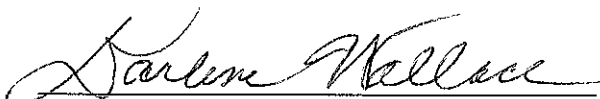
Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the transfer is by gift or with nominal or no consideration. The Grantee joins this deed for the sole purpose of certifying the consideration.

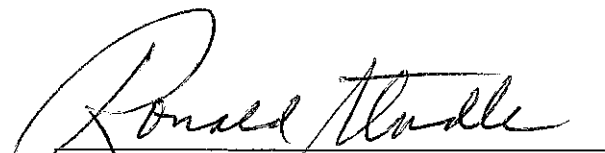
Please forward current year tax bill in care of the City of Paducah, Kentucky, 300 South 5th Street, Paducah, KY 42003.

CONSIDERATION CERTIFICATE

The grantor and grantee, being duly sworn, do certify that the transfer effected by the foregoing deed is a gift or with nominal or no consideration and the estimated fair cash value of the property described in the foregoing deed is \$2,000.00.

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


DARLENE WALLACE


RONALD STUDLE, President

BRANDI HARLESS, Mayor

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this 5th day of Sep, 2018, by RONALD STUDLE, President of STUDLE & ASSOCIATES, INC. a/k/a STUDLE & ASSOCIATES, Grantor.

My commission expires 4-20-20.

Cheryl Taylor
Notary Public, State at Large
Warren Co Notary #553413

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this 5th day of Sep, 2018, by DARLENE WALLACE f/k/a DARLENE MEREDITH, a single person, Grantor.

My commission expires 4-20-20.

Cheryl Taylor
Notary Public, State at Large
Warren Co Notary #553413

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of _____, 2018, by BRANDI HARLESS, Mayor of the City of Paducah, Kentucky, Grantee.

My commission expires _____.

Notary Public, State at Large

This instrument prepared by:

[Signature]
HOUSMAN, GARATT & DUNCAN, PLLC
P.O. Box 1196
Paducah, KY 42002-1196

DEED OF CONVEYANCE

THIS DEED made and entered into this the 5 day of September, 2018,
by and between STUDLE & ASSOCIATES, INC., a Kentucky Corporation, of 164 Old Porter
Pike, Bowling Green, KY 42103, hereinafter called Grantor, and THE CITY OF PADUCAH,
KENTUCKY, of 300 South 5th Street, Paducah, KY 42003, hereinafter called Grantee;

WITNESSETH:

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

Tract I

Being Lot Number Four (4) in Block Six (6) as shown on the plat of Fountain
Park Addition to the City of Paducah, a plat which is of record in Deed Book 38,
page 147, McCracken County Court Clerk's Office, to which plat reference is
hereby made for a more complete and accurate description of the property hereby
conveyed.

LESS AND EXCEPT: That portion of the above property conveyed to the
Commonwealth of Kentucky Department of Transportation by Deed dated July 9,
1979, of record in Deed Book 620, Page 365, McCracken County Clerk's Office.

Except any interest in the coal, oil, gas, and other minerals underlying the land
which has been heretofore conveyed or reserved in prior conveyances, and all
rights and easements in favor of the estate of said coal, oil, gas, and other
minerals, if any.

Being the same property conveyed to Studle & Associates, Inc., by deed dated
March 24, 2010, and recorded in Deed Book 1186, page 417, McCracken County
Court Clerk's Office.

Tract II

Being Lots 5 and 6 in Block 6, as shown by the plat of Fountain Park Addition to the City of Paducah, a plat which is of record in Plat Book 38, page 145, in the McCracken County Court Clerk's Office.

LESS AND EXCEPT that portion of Lot 5, Block 6, which is that portion off the front of said lot conveyed by party of the first part herein to Commonwealth of Kentucky for highway purposes; said deed of record in Deed Book 619, page 403, in the aforesaid Clerk's office, leaving, according to revised drawing in the Paducah Engineering Department Office, a depth of 100 feet, more or less, along Lot Number Six (6) of said Addition and a depth of 82 feet, more or less, along Lot Number Four (4) of said Addition.

LESS AND EXCEPT that portion of Lot 6, Block 6, conveyed to the Commonwealth of Kentucky for the use and benefit of the Department of Transportation by deed dated July 16, 1979, of record in Deed Book 620, page 655, aforesaid Clerk's Office.

Being the same property conveyed to Studle & Associates, Inc., by deed dated February 27, 2009, of record in Deed Book 1163, page 73, McCracken County Court Clerk's Office.

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

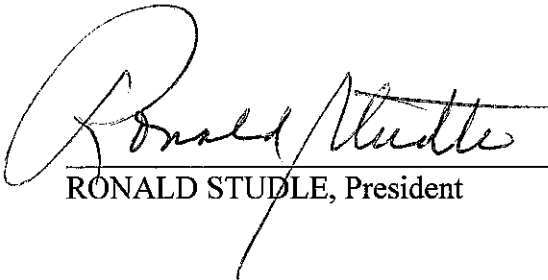
Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the transfer is by gift or with nominal or no consideration. The Grantee joins this deed for the sole purpose of certifying the consideration.

Please forward current year tax bill in care of the City of Paducah, Kentucky, 300 South 5th Street, Paducah, KY 42003.

CONSIDERATION CERTIFICATE

The grantor and grantee, being duly sworn, do certify that the transfer effected by the foregoing deed is a gift or with nominal or no consideration and the estimated fair cash value of the property described in the foregoing deed is \$9,500.00.

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



RONALD STUDLE, President

BRANDI HARLESS, Mayor

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this 5th day of Sept, 2018, by RONALD STUDLE, President of STUDLE & ASSOCIATES, INC., Grantor.

My commission expires 4-20-20.



Notary Public, State at Large
Notary #553413

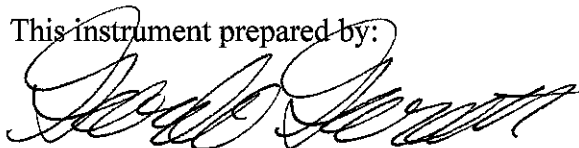
STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

The foregoing instrument was sworn and acknowledged before me this _____ day of _____, 2018, by BRANDI HARLESS, Mayor of the City of Paducah, Kentucky, Grantee.

My commission expires _____.

Notary Public, State at Large

This instrument prepared by:



HOUSMAN, GARATT & DUNCAN, PLLC
P.O. Box 1196
Paducah, KY 42002-1196

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Rezoning of Properties as Described in Ordinance #2018-7-8540 - **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Tammara Tracy

Background Information: The City Commission adopted Ordinance #2018-7-8540 on July 24, 2018. That ordinance was an Intent to Annex ordinance that described 69.83 acres in the Paducah/ McCracken County Regional Trade Center. The three property owners who consented to annexation did so with the understanding that their property would be zoned HBD. The Dept. of Planning is petitioning to rezone all 5 properties from the R-1 Low Density Residential Zone to HBD Highway Business District. This zoning allows current and future commercial uses to develop. The Paducah Planning Commission forwarded a positive recommendation to the City Commission for HBD zoning on September 5, 2018.

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

If yes, please list the Action Step Item Codes(s): O-3

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. Ordinance Rezoning
2. CTY PAD ANNEX HWY 60 AND HWY998 SS-0
3. CTY PAD ANNEX HWY60 AND HWY 998 SS-2
4. CTY PAD ANNEX HWY 60 AND HWY 998 SS-1
5. Planning Commission Resolution

ORDINANCE NO. 2018-____-_____

AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 5310 HARRIS ROAD; 5201 & 5325 HINKLEVILLE ROAD; 5450 OLD HINKLEVILLE ROAD; 2705 OLIVET CHURCH ROAD AND OTHER PROPERTIES AS DESCRIBED IN ORDINANCE NO. 2018-7-8540

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That a resolution passed by the Paducah Planning Commission on September 5, 2018, and entitled, "A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 5310 HARRIS ROAD; 5201 & 5325 HINKLEVILLE ROAD; 5450 OLD HINKLEVILLE ROAD; 2705 OLIVET CHURCH ROAD AND OTHER PROPERTIES AS DESCRIBED IN ORDINANCE NO. 2018-7-8540," be approved as the final report of said Commission respecting the matters therein set forth.

SECTION 2. That the zone classification and map amendment proposed in said resolution be and the same are hereby declared to be in agreement with the Comprehensive Plan of the City of Paducah.

SECTION 3. That the zone classification of the following described property be and it is hereby changed from R-1 (Low Density Residential Zone) to HBD (Highway Business District):

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 1

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 60's north right-of-way line and KY Highway 998's (a.k.a. Olivet Church Road) west right-of-way line intersection, said point also being at the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits line N77°28'38"E a distance of 251.97 ft. to a point, said point also being the corner of the McCracken County limits;

Thence with the new City of Paducah limits line N72°06'44"E a distance of 85.47 ft. to a point, said point also being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits S18°56'07"E a distance of 164.61 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with U.S. Highway 60's south right-of-way line and with the existing City of Paducah limits S71°03'53"W a distance of 135.53 ft. to a point, said point also being at U.S. Highway 998's east right-of-way line intersection;

Thence continuing with the existing City of Paducah limits S65°04'01"W a distance of 383.97 ft. to a point, said point also being at U.S. Highway 998's west right-of-way line intersection;

Thence continuing with the U.S. Highway 60's south right-of-way line S72°55'57"W a distance of 178.56 ft. to a point, said point also being at the corner of the existing City of Paducah limits;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line S73°02'50"W a distance of 173.41 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S73°11'48"W a distance of 139.12 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S73°16'26"W a distance of 187.61 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S76°47'01"W a distance of 210.84 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S06°18'02"W a distance of 47.01 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S75°57'49"W a distance of 66.42 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line N10°51'58"W a distance of 50.00 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S76°32'31"W a distance of 91.38 ft. to a point;

Thence with the new City of Paducah limits line and now being Old U.S. Highway 60's south right-of-way line S71°02'16"W a distance of 276.18 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's south right-of-way line S70°54'44"W a distance of 83.81 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's south right-of-way line S71°04'10"W a distance of 791.66 ft. to a point;

Thence with the new City of Paducah limits line and leaving Old U.S. Highway 60's south right-of-way line N18°55'50"W a distance of 63.95 ft. to a point, said point also being in the above said highway's north right-of-way line;

Thence with the new City of Paducah limits line N13°25'51"W a distance of 217.52 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N86°10'02"E a distance of 176.43 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line S22°58'40"W a distance of 47.18 ft. to a point;

Thence with the new City of Paducah limits line S06°15'15"E a distance of 139.38 ft. to a point, said point also being in Old U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with Old U.S. Highway 60's north right-of-way line N70°20'57"E a distance of 243.88 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's north right-of-way line N71°09'57"E a distance of 450.86 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N77°52'25"E a distance of 68.99 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line N03°53'28"W a distance of 216.26 ft. to a point, said point also being in U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's north right-of-way line N86°06'32"E a distance of 217.94 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N10°36'30"W a distance of 43.00 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N52°16'09"E a distance of 111.47 ft. to a point, said point also being the CC Crossroads LLC property's (recorded in Deed Book 1338, Page 179) southwest corner;

Thence with the new City of Paducah limits line, leaving U.S. Highway 60's north right-of-way line and with the above said property's west line N32°24'52"W a distance of 429.19 ft. to a point, said point also being the above said property's northwest corner;

Thence with the new City of Paducah limits line and with the above said property's north line N29°35'08"E a distance of 148.00 ft. to a point, said point also being the above said property's northeast corner;

Thence with the new City of Paducah limits line and with the above said property's east line S36°31'43"E a distance of 651.68 ft. to a point, said point also being in U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's north right-of-way line N78°04'28"E a distance of 272.62 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N37°54'28"W a distance of 30.93 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N72°05'56"E a distance of 54.83 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line S39°59'10"E a distance of 37.97 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N67°31'23"E a distance of 98.33 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N68°09'39"E a distance of 160.00 ft. to a point, said point also being NLB Properties, Inc. property's (recorded in Deed Book 1253, Page 581) southwest corner;

Thence with the new City of Paducah limits line, leaving U.S. Highway 60's north right-of-way line, with the above said property's west line and with CC Crossroads, LLC property's (recorded in Deed Book 1225, Page 189) south line N38°40'10"W a distance of 600.57 ft. to a point;

Thence with the new City of Paducah limits line and with the above said property's south line N67°52'10"W a distance of 203.62 ft. to a point, said point also being the above said property's southwest corner;

Thence with the new City of Paducah limits line and with the above said property's west line N21°08'06"E a distance of 144.46 ft. to a point, said point also being in Harris Road's south right-of-way line;

Thence with the new City of Paducah limits line and with Harris Road's south right-of-way line S68°53'39"E a distance of 558.90 ft. to a point, said point also being the above said property's northeast corner and being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits, leaving Harris Road's south right-of-way line and with the above said property's east line S21°06'21"W a distance of 177.57 ft. to a point, said point also being the NLB Properties, Inc. property's (recorded in Deed Book 1253, Page 581) northwest corner and being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits and with the above said property's north line S68°53'39"E a distance of 323.62 ft. to a point, said point also being in KY Highway 998's west right-of-way line;

Thence with the above said highway's west right-of-way line and with the existing City of Paducah limits S14°32'39"W a distance of 112.62 ft. to the Point of Beginning;

The above described Tract contains 17.30 acres.

The above described tract is the entire CC Crossroads, LLC property (recorded in Deed Book 1338, Page 179), the entire CC Crossroads, LLC property (recorded in Deed Book 1225, Page 189), the entire NLB Properties, Inc. property (recorded in Deed Book 1253, Page 581), a part of Commonwealth of Kentucky - U.S. Highway 60 right-of-way and a part of Commonwealth of Kentucky – Old U.S. Highway 60 right-of-way,

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION LEGAL DESCRIPTION - TRACT 2

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road) and Old U.S. Highway 60, Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at Old U.S. Highway 60's south right-of-way line and Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672) northwest property corner;

Thence with the above said Old U.S. Highway 60's south right-of-way line and with the new City of Paducah limits line N71°04'10"E a distance of 882.35 ft. to a point;

Thence with the new City of Paducah limits line and leaving Old U.S. Highway 60's south right-of-way line S18°55'50"E a distance of 249.95 ft. to a point;

Thence with the new City of Paducah limits line N71°04'10"E a distance of 80.13 ft. to a point;

Thence with the new City of Paducah limits line N71°02'06"E a distance of 64.20 ft. to a point;

Thence with the new City of Paducah limits line N78°21'09"E a distance of 116.55 ft. to a point;

Thence with the new City of Paducah limits line N06°56'18"E a distance of 229.63 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N75°57'49"E a distance of 66.42 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line S06°56'18"W a distance of 200.79 ft. to a point;

Thence with the new City of Paducah limits line S35°14'28"E a distance of 95.18 ft. to a point;

Thence with the new City of Paducah limits line S16°43'27"W a distance of 122.94 ft. to a point;

Thence with the new City of Paducah limits line N73°20'06"W a distance of 43.26 ft. to a point;

Thence with the new City of Paducah limits line S06°49'09"W a distance of 252.92 ft. to a point;

Thence with the new City of Paducah limits line S06°34'47"W a distance of 124.52 ft. to a point;

Thence with the new City of Paducah limits line S07°34'25"W a distance of 99.27 ft. to a point;

Thence with the new City of Paducah limits line S69°15'29"E a distance of 141.18 ft. to a point;

Thence with the new City of Paducah limits line S22°50'10"W a distance of 557.92 ft. to a point;

Thence with the new City of Paducah limits line S22°50'53"E a distance of 75.02 ft. to a point;

Thence with the new City of Paducah limits line N58°21'49"W a distance of 65.49 ft. to a point;

Thence with the new City of Paducah limits line N11°52'22"W a distance of 100.11 ft. to a point;

Thence with the new City of Paducah limits line N15°18'13"E a distance of 309.16 ft. to a point;

Thence with the new City of Paducah limits line N32°41'50"W a distance of 371.77 ft. to a point;

Thence with the new City of Paducah limits line N68°37'12"W a distance of 224.36 ft. to a point;

Thence with the new City of Paducah limits line S71°04'10"W a distance of 335.34 ft. to a point;

Thence with the new City of Paducah limits line S21°33'58"W a distance of 316.94 ft. to a point;

Thence with the new City of Paducah limits line S46°00'54"W a distance of 111.21 ft. to a point;

Thence with the new City of Paducah limits line N68°26'04"W a distance of 364.16 ft. to a point;

Thence with the new City of Paducah limits line N04°03'01"E a distance of 152.34 ft. to a point;

Thence with the new City of Paducah limits line N71°08'13"E a distance of 100.09 ft. to a point;

Thence with the new City of Paducah limits line N04°03'16"E a distance of 435.81 ft. to the Point of Beginning;

The above described Tract contains 21.76 acres.

The above described tract is a part of the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672)

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION LEGAL DESCRIPTION - TRACT 3

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along the west side of U.S. Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 998's west right-of-way line and Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 542) northeast property corner;

Thence with the above said U.S. Highway 998's west right-of-way line and with the new City of Paducah limits line S22°27'55"W a distance of 75.01 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 998's west right-of-way line N68°36'15"W a distance of 399.14 ft. to a point;

Thence with the new City of Paducah limits line N22°50'53"E a distance of 75.02 ft. to a point;

Thence with the new City of Paducah limits line S68°36'15"E a distance of 398.64 ft. to the Point of Beginning;

The above described Tract contains 0.69 acres.

The above described tract is the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 542)

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 4

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located along the west side of KY Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at KY Highway 998's old east right-of-way line, said point also being on the existing City of Paducah limits;

Thence leaving the above said KY Highway 998's old east right-of-way line and with the new City of Paducah limits line N73°35'45"W a distance of 237.27 ft. to a point, said point also being Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1326, Page 586) southwest property corner;

Thence with the new City of Paducah limits line and with the above said property's west line N21°35'48"E a distance of 232.41 ft. to a point;

Thence with the new City of Paducah limits line and with the above said property's north line S74°44'54"E a distance of 191.36 ft. to a point, said point also being in the above said highway's west right-of-way line;

Thence with the new City of Paducah limits line and with the above said highway's west right-of-way line N27°58'59"E a distance of 151.98 ft. to a point;

Thence with the new City of Paducah limits line and continuing with the above said highway's west right-of-way line N30°12'43"E a distance of 242.72 ft. to a point, said point also being on the existing City of Paducah limits;

Thence with the existing City of Paducah limits and leaving the above said highway's west right-of-way line S67°19'00"E a distance of 45.53 ft. to a point, said point also being in the above said highway's old east right-of-way line and at the corner of the City of Paducah limits;

Thence with the existing City of Paducah limits and with the above said highway's old east right-of-way line S22°36'59"W a distance of 618.55 ft. to the Point of Beginning;

The above described Tract contains 2.13 acres.

The above described tract is the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1326, Page 586) and a part of the Commonwealth of Kentucky - U.S. Highway 998's right-of-way

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 5

A certain tract of land as surveyed by Kyron Jett Wood, P.L.S.#3445 and being generally located west of U.S. Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point, said point being at the northeast corner of the Menard, Inc. property (recorded in Deed Book 1366, Page 509), said point also being the southeast corner of the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672) and the northwest corner of the West Union Baptist Association, Inc. property (recorded in Deed Book 922, Page 739);

Thence with the above said West Union Baptist Association, Inc.'s property west line S22°50'41"W a distance of 339.79 ft. to a point, said point also being the northeast corner of the Charles Stephenson property (recorded in Deed Book 910, Page 244);

Thence with the above said Charles Stephenson's property north line N68°26'04"W a distance of 1235.32 ft. to a point, said point being also being the southeast corner of the Alford Crawford property (recorded in Deed Book 980, Page 398);

Thence with the above said Alford Crawford's property east line N04°03'01"E a distance of 338.15 ft. to a point, said point being also being the southwest corner of the above said Falconite Real Estate Holdings, LLC property;

Thence with the above said Falconite Real Estate Holdings, LLC's property south line S68°26'04"E a distance of 364.16 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line N46°00'54"E a distance of 111.21 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line N21°33'58"E a distance of 316.94 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line N71°04'10"E a distance of 335.34 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S68°37'12"E a distance of 224.36 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S32°41'50"E a distance of 371.77 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S15°18'13"W a distance of 309.16 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S11°52'22"E a distance of 100.11 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S58°21'49"E a distance of 65.49 ft. to the Point of Beginning;

The above described Tract contains 19.95 acres.

The above described tract is the entire Menard, Inc. property (recorded in Deed Book 1366, Page 509),

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 6

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 60's north right-of-way line, said point also being at the southeast corner of the Harriett S. Reed, Trustee of the Walter R. Reed Trust B under the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1198, Page 432), said point also being the southwest corner of the Walter Reed property (recorded in Deed Book 1263, Page 436);

Thence with the above said Walter Reed's property west line N32°24'11"E a distance of 338.25 ft. to a point;

Thence continuing with the above said Walter Reed's property west line N32°24'46"E a distance of 259.75 ft. to a point, said point being also being the northwest corner of the CC Crossroads, LLC property (recorded in Deed Book 1338, Page 179);

Thence with the above said CC Crossroads LLC's property west line N29°35'08"E a distance of 109.74 ft. to a point, said point being also being the southeast corner of the Harriett Reed property (recorded in Deed Book 1198, Page 432);

Thence with the above said Harriett Reed's property south line and James L. Stanley property (recorded in Deed Book 219, Page 526) south line N65°17'14"W a distance of 496.26 ft. to a point, said point being also being the northeast corner of the Walter R. Reed and Harriett S. Reed, as co-trustees of the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1065, Page 634);

Thence with the above said Walter R. Reed and Harriett S. Reed, as co-trustees of the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement's property east line S22°33'46"W a distance of 620.75 ft. to a point, said point being also being the northeast corner of the Cole TS Paducah KY, LLC property (recorded in Deed Book 1070, Page 684);
Thence with the above said Cole TS Paducah KY, LLC's property east line S23°01'18"W a distance of 287.33 ft. to a point, said point being the above said highway's north right-of-way line;

Thence with the above said highway's north right-of-way line N85°59'21"E a distance of 427.73 ft. to the Point of Beginning;

The above described Tract contains 8.00 acres.

The above described tract is the entire Harriett S. Reed, Trustee of the Walter R. Reed Trust B under the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1198, Page 432),

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 9, 2018

Adopted by the Board of Commissioners, October 23, 2018

Recorded by Lindsay Parish, City Clerk, October 23, 2018

Published by The Paducah Sun, _____

\ord\plan\zone\Hinkleville Harris Olivet Church Road R-1 to HBD

PROPERTY OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (FALCONTE REAL ESTATE HOLDINGS, LLC) DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, 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 _____, 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 _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL

APPROVED AND ACCEPTED BY THE CITY OF PADUCAH CITY COMMISSION AT A MEETING HELD _____, 20____.

MAYOR _____

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

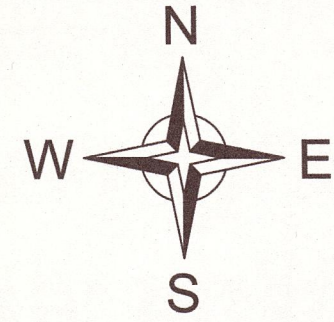
I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.
GIVEN UNDER MY SEAL THIS _____ DAY OF _____
AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCRACKEN COUNTY COURT CLERK

DEPUTY COURT CLERK

INTENT:

THE INTENT OF THIS PLAT IS TO ANNEX TRACTS 1-6 INTO THE CITY OF PADUCAH AS SHOWN HEREON.



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

PROPERTY OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (NLB PROPERTIES, LLC) DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, 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 _____, 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 _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

PROPERTY OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (MENARD, INC., A WISCONSIN CORPORATION)
THERON BERG (REAL ESTATE MANAGER) DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, 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 _____, 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 _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

PROPERTY OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (CC CROSSROADS, LLC) DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, 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 _____, 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 _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

PROPERTY OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (HARRIET REED) DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, 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 _____, 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 _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

PROPERTY OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND THIS PLAT IS ADOPTED WITH FREE CONSENT AND IF APPROPRIATE, HEREBY ANNEX THE PROPERTY FOR THE USE AND BENEFIT AS NOTED.

OWNER (KYTC-COMMONWEALTH OF KENTUCKY) DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, 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 _____, 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 _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

TRACT #6
(SEE SHEET SS-1)

TRACT #1
(SEE SHEET SS-1)

TRACT #2
(SEE SHEET SS-2)

TRACT #5
(SEE SHEET SS-2)

TRACT #3
(SEE SHEET SS-2)

TRACT #1
(SEE SHEET SS-1)

TRACT #4
(SEE SHEET SS-2)

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THE BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TOPCON GR3 DUAL FREQUENCY RECEIVERS AND TOTAL STATION EQUIPMENT). HORIZONTAL INFORMATION IS BASED ON (NAD 83, KENTUCKY STATE PLANE COORDINATES SOUTH GZD 128) BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF A "URBAN" SURVEY. DATE OF SURVEY: JANUARY, 2018.

K. JETT WOOD, P.L.S. #3445

DATE

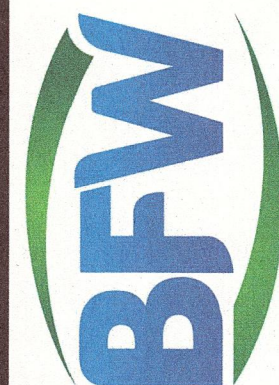


1 inch = 200 ft.

LEGEND

- PROPOSED CITY/COUNTY LIMITS
- ADJOINING PROPERTY LINE
- EXISTING CITY/COUNTY LIMITS
- ANNEXATION LIMITS

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.



580 SOUTH 17th STREET
PADUCAH, KY 42003
PHONE: 270.644.1995

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www.bfwengineers.com

CITY OF PADUCAH ANNEXATION-OVERALL SHEET

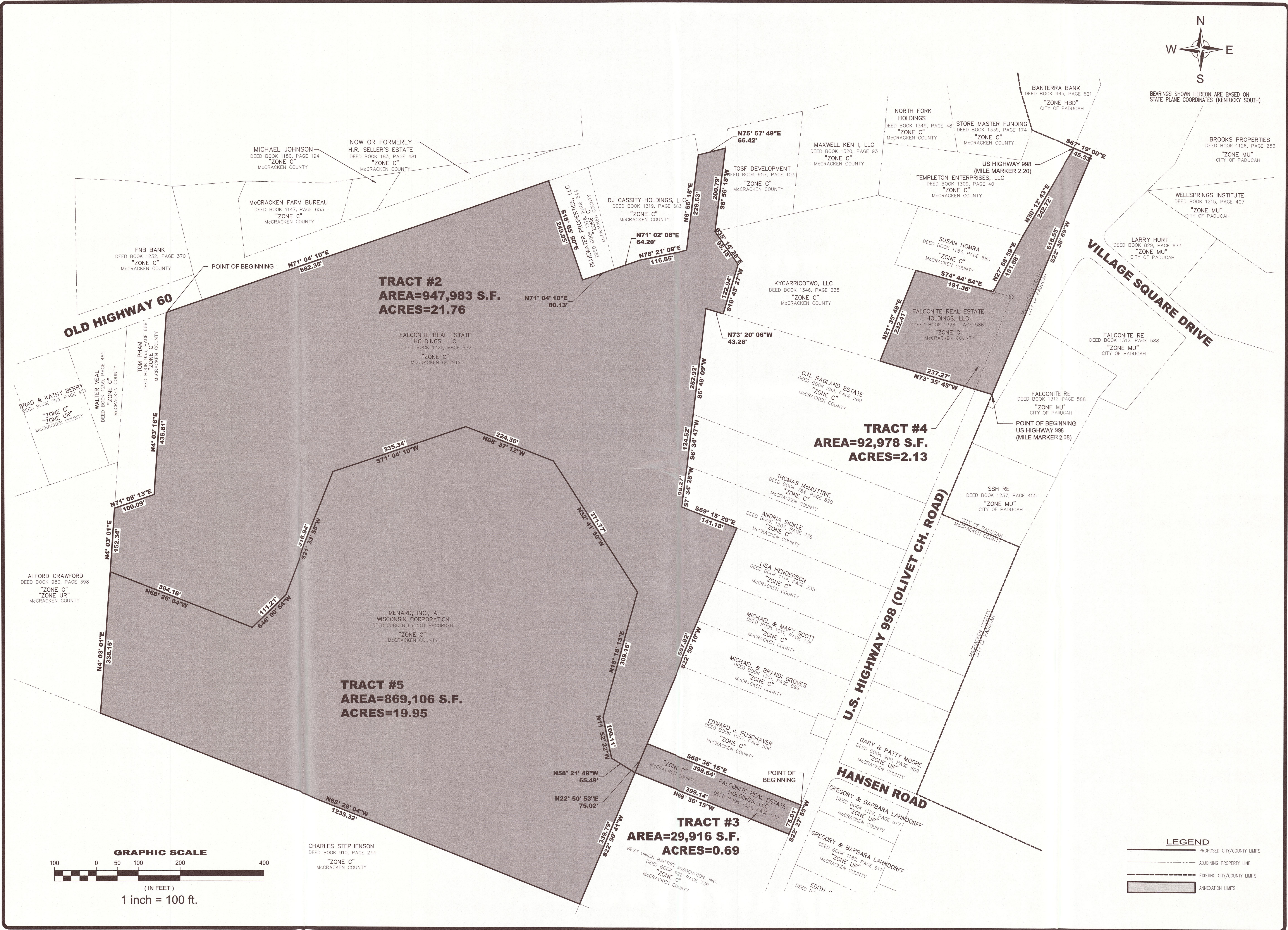
HWY 60 (HINKLEVILLE RD.) & HWY 998 (OLIVET CH. RD.)
McCRACKEN COUNTY, KENTUCKY

CITY OF PADUCAH

SHEET
SS-0

ANX 2018-045

MAY 21 2018
Planning Department



CITY OF PADUCAH ANNEXATION TRACTS #2 - #4

Hwy 60 (HINKLEVILLE RD.) & Hwy 998 (OLIVET CH. RD.)
McCracken County, Kentucky

PROJECT NO. : 17497	DATE: MAY 2018
DRAWN BY: A.CARGUS	CHECKED BY: J.WOOD
REV. DESCRIPTION	BY DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

BFW

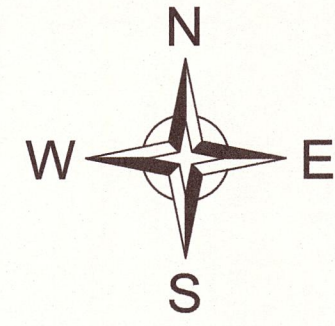
1214 DRUGG DRIVE
MURRAY, KY 40369
PHONE: 502.697.5790
FAX: 502.697.5791

www.bfwengineering.com

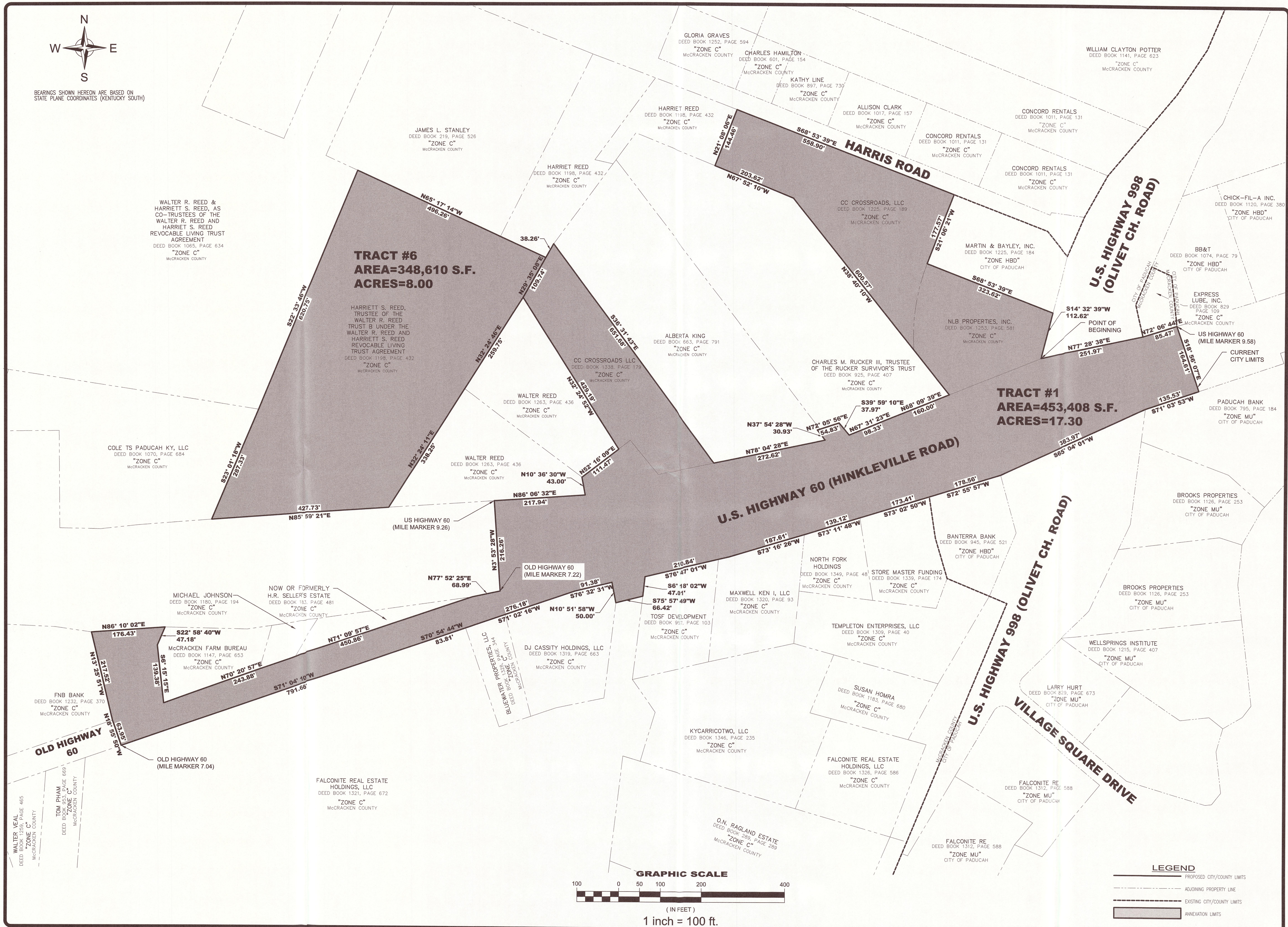
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CITY OF PADUCAH

SHEET
SS-2



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



PROJECT NO. : 17497		DATE: MAY 2018	
DRAWN BY: A.GARGUS		CHECKED BY: J.WOOD	
REV.	DESCRIPTION	BY	DATE
△	-	-	-
△			
△			
△			

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
200 SOUTH MAIN STREET, 4TH FLOOR, SUITE 400
PADUCAH, KY 2601
PHONE: 270.443.1995
FAX: 270.443.1996
www.bfwengineering.com

CITY OF PADUCAH ANNEXATION TRACT #1
HWY 60 (HINKLEVILLE RD.) & HWY 998 (OLIVET CH. RD.)
MCCrackEN COUNTY, KENTUCKY
CITY OF PADUCAH

SHEET
SS-1

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL ZONE) TO HBD (HIGHWAY BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 5310 HARRIS ROAD; 5201 & 5325 HINKLEVILLE ROAD; 5450 OLD HINKLEVILLE ROAD; 2705 OLIVET CHURCH ROAD AND OTHER PROPERTIES AS DESCRIBED IN ORDINANCE 2018-7-8540.

WHEREAS, a public hearing was held on September 5, 2018 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, the existing zoning, R-1 (Low Density Residential), is inappropriate and HBD (Highway Business District) is appropriate, and

WHEREAS, major changes of an economic, physical and social nature have been made which have substantially altered the basic character of the area, and

WHEREAS, said changes are in compliance with KRS 100.213 (b).

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 the amendment of the Paducah Zoning Map so as to change the zoning for the aforementioned area from R-1 (Low Density Residential Zone) to HBD (Highway Business District) and being more particularly described in Ordinance 2018-7-8540.

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

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


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on September 5, 2018

UNRECORDED

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Final Annexation of Properties Described in Ordinance #2018-7-8540 - **T TRACY**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Tammara Tracy

Background Information: The City Commission adopted Ordinance #2018-7-8540 on July 24, 2018. This ordinance was an Intent to Annex ordinance that described 69.83 acres in the Paducah/McCracken County Regional Trade Center. Pursuant to KRS 81A.420, the required 60 day petition period has elapsed, which ended on September 26, 2018. Three property owners petitioned the City for annexation and two did not. The City did not receive any petitions against the annexation. This ordinance will officially annex these properties.

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

If yes, please list the Action Step Item Codes(s): O-3

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. final-annex – Hinkleville Harris Olivet Church Road

ORDINANCE NO. 2018-____ - _____

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the City of Paducah adopted Ordinance No. 2018-7-8540 on July 24, 2018, declaring its intent to annex tracts of property containing approximately 69.83 acres of land between Harris Road and KY Highway 998 (Olivet Church Road), which is contiguous to the City of Paducah; and

WHEREAS, said properties are generally referred to as Tract No. 1 which includes 5201 Hinkleville Road, 5325 Hinkleville Road and 5310 Harris Road, Tract No. 2, Tract No. 3, Tract No. 4 also known as 2705 Olivet Church Road, Tract No. 5 and Tract No. 6, and particularly and accurately set out in the legal descriptions below; and

WHEREAS, said properties are urban in character or suitable for urban development without unreasonable delay as many of the residential and commercial lots in the area are in receipt of city services; and

WHEREAS, annexation has been requested by the following property owners: Nancy Bergfield for the property located at 5201 Hinkleville Road, Alberta Davis for properties located at 5310 Harris Road and 5325 Hinkleville Road, and Falconite Real Estate Holdings, LLC, for the property located at 2705 Olivet Church Road and Tracts 2 & 3 as described below; and

WHEREAS, not all of the real property owners within the territory proposed to be annexed gave consent to be annexed and thus the City of Paducah pursued the annexation of Tract No. 5 and Tract No. 6 by enacting an intent to annex; and,

WHEREAS, pursuant to KRS 81A.420, the required 60 day petition period has elapsed since the passage of Ordinance No. 2018-7-8540 declaring the City of Paducah's intent to annex and no petitions have been received by the Mayor in opposition to the proposal; and

WHEREAS, said tracts of land are not within the boundary of another incorporated city.

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

SECTION 1. It is the intent of the City of Paducah, Kentucky, to finalize annexation of the hereinafter described properties, and therefore that the hereinafter described properties be annexed to, and be made a part of the City of Paducah, Kentucky said real properties being more particularly and accurately described as follows:

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 1

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 60's north right-of-way line and KY Highway 998's (a.k.a. Olivet Church Road) west right-of-way line intersection, said point also being at the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits line N77°28'38"E a distance of 251.97 ft. to a point, said point also being the corner of the McCracken County limits;

Thence with the new City of Paducah limits line N72°06'44"E a distance of 85.47 ft. to a point, said point also being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits S18°56'07"E a distance of 164.61 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with U.S. Highway 60's south right-of-way line and with the existing City of Paducah limits S71°03'53"W a distance of 135.53 ft. to a point, said point also being at U.S. Highway 998's east right-of-way line intersection;

Thence continuing with the existing City of Paducah limits S65°04'01"W a distance of 383.97 ft. to a point, said point also being at U.S. Highway 998's west right-of-way line intersection;

Thence continuing with the U.S. Highway 60's south right-of-way line S72°55'57"W a distance of 178.56 ft. to a point, said point also being at the corner of the existing City of Paducah limits;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line S73°02'50"W a distance of 173.41 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S73°11'48"W a distance of 139.12 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S73°16'26"W a distance of 187.61 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S76°47'01"W a distance of 210.84 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S06°18'02"W a distance of 47.01 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S75°57'49"W a distance of 66.42 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line N10°51'58"W a distance of 50.00 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's south right-of-way line S76°32'31"W a distance of 91.38 ft. to a point;

Thence with the new City of Paducah limits line and now being Old U.S. Highway 60's south right-of-way line S71°02'16"W a distance of 276.18 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's south right-of-way line S70°54'44"W a distance of 83.81 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's south right-of-way line S71°04'10"W a distance of 791.66 ft. to a point;

Thence with the new City of Paducah limits line and leaving Old U.S. Highway 60's south right-of-way line N18°55'50"W a distance of 63.95 ft. to a point, said point also being in the above said highway's north right-of-way line;

Thence with the new City of Paducah limits line N13°25'51"W a distance of 217.52 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N86°10'02"E a distance of 176.43 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line S22°58'40"W a distance of 47.18 ft. to a point;

Thence with the new City of Paducah limits line S06°15'15"E a distance of 139.38 ft. to a point, said point also being in Old U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with Old U.S. Highway 60's north right-of-way line N70°20'57"E a distance of 243.88 ft. to a point;

Thence with the new City of Paducah limits line and continuing with Old U.S. Highway 60's north right-of-way line N71°09'57"E a distance of 450.86 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N77°52'25"E a distance of 68.99 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line N03°53'28"W a distance of 216.26 ft. to a point, said point also being in U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's north right-of-way line N86°06'32"E a distance of 217.94 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N10°36'30"W a distance of 43.00 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N52°16'09"E a distance of 111.47 ft. to a point, said point also being the CC Crossroads LLC property's (recorded in Deed Book 1338, Page 179) southwest corner;

Thence with the new City of Paducah limits line, leaving U.S. Highway 60's north right-of-way line and with the above said property's west line N32°24'52"W a distance of 429.19 ft. to a point, said point also being the above said property's northwest corner;

Thence with the new City of Paducah limits line and with the above said property's north line N29°35'08"E a distance of 148.00 ft. to a point, said point also being the above said property's northeast corner;

Thence with the new City of Paducah limits line and with the above said property's east line S36°31'43"E a distance of 651.68 ft. to a point, said point also being in U.S. Highway 60's north right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's north right-of-way line N78°04'28"E a distance of 272.62 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N37°54'28"W a distance of 30.93 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N72°05'56"E a distance of 54.83 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line S39°59'10"E a distance of 37.97 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N67°31'23"E a distance of 98.33 ft. to a point;

Thence with the new City of Paducah limits line and continuing with U.S. Highway 60's north right-of-way line N68°09'39"E a distance of 160.00 ft. to a point, said point also being NLB Properties, Inc. property's (recorded in Deed Book 1253, Page 581) southwest corner;

Thence with the new City of Paducah limits line, leaving U.S. Highway 60's north right-of-way line, with the above said property's west line and with CC Crossroads, LLC property's (recorded in Deed Book 1225, Page 189) south line N38°40'10"W a distance of 600.57 ft. to a point;

Thence with the new City of Paducah limits line and with the above said property's south line N67°52'10"W a distance of 203.62 ft. to a point, said point also being the above said property's southwest corner;

Thence with the new City of Paducah limits line and with the above said property's west line N21°08'06"E a distance of 144.46 ft. to a point, said point also being in Harris Road's south right-of-way line;

Thence with the new City of Paducah limits line and with Harris Road's south right-of-way line S68°53'39"E a distance of 558.90 ft. to a point, said point also being the above said property's northeast corner and being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits, leaving Harris Road's south right-of-way line and with the above said property's east line S21°06'21"W a distance of 177.57 ft. to a point, said point also being the NLB Properties, Inc. property's (recorded in Deed Book 1253, Page 581) northwest corner and being the corner of the existing City of Paducah limits;

Thence with the existing City of Paducah limits and with the above said property's north line S68°53'39"E a distance of 323.62 ft. to a point, said point also being in KY Highway 998's west right-of-way line;

Thence with the above said highway's west right-of-way line and with the existing City of Paducah limits S14°32'39"W a distance of 112.62 ft. to the Point of Beginning;

The above described Tract contains 17.30 acres.

The above described tract is the entire CC Crossroads, LLC property (recorded in Deed Book 1338, Page 179), the entire CC Crossroads, LLC property (recorded in Deed Book 1225, Page 189), the entire NLB Properties, Inc. property (recorded in Deed Book 1253,

Page 581), a part of Commonwealth of Kentucky - U.S. Highway 60 right-of-way and a part of Commonwealth of Kentucky – Old U.S. Highway 60 right-of-way,

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 2

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road) and Old U.S. Highway 60, Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at Old U.S. Highway 60's south right-of-way line and Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672) northwest property corner;

Thence with the above said Old U.S. Highway 60's south right-of-way line and with the new City of Paducah limits line N71°04'10"E a distance of 882.35 ft. to a point;

Thence with the new City of Paducah limits line and leaving Old U.S. Highway 60's south right-of-way line S18°55'50"E a distance of 249.95 ft. to a point;

Thence with the new City of Paducah limits line N71°04'10"E a distance of 80.13 ft. to a point;

Thence with the new City of Paducah limits line N71°02'06"E a distance of 64.20 ft. to a point;

Thence with the new City of Paducah limits line N78°21'09"E a distance of 116.55 ft. to a point;

Thence with the new City of Paducah limits line N06°56'18"E a distance of 229.63 ft. to a point, said point also being in U.S. Highway 60's south right-of-way line;

Thence with the new City of Paducah limits line and with U.S. Highway 60's south right-of-way line N75°57'49"E a distance of 66.42 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 60's south right-of-way line S06°56'18"W a distance of 200.79 ft. to a point;

Thence with the new City of Paducah limits line S35°14'28"E a distance of 95.18 ft. to a point;

Thence with the new City of Paducah limits line S16°43'27"W a distance of 122.94 ft. to a point;

Thence with the new City of Paducah limits line N73°20'06"W a distance of 43.26 ft. to a point;

Thence with the new City of Paducah limits line S06°49'09"W a distance of 252.92 ft. to a point;

Thence with the new City of Paducah limits line S06°34'47"W a distance of 124.52 ft. to a point;

Thence with the new City of Paducah limits line S07°34'25"W a distance of 99.27 ft. to a point;

Thence with the new City of Paducah limits line S69°15'29"E a distance of 141.18 ft. to a point;

Thence with the new City of Paducah limits line S22°50'10"W a distance of 557.92 ft. to a point;

Thence with the new City of Paducah limits line S22°50'53"E a distance of 75.02 ft. to a point;

Thence with the new City of Paducah limits line N58°21'49"W a distance of 65.49 ft. to a point;

Thence with the new City of Paducah limits line N11°52'22"W a distance of 100.11 ft. to a point;

Thence with the new City of Paducah limits line N15°18'13"E a distance of 309.16 ft. to a point;

Thence with the new City of Paducah limits line N32°41'50"W a distance of 371.77 ft. to a point;

Thence with the new City of Paducah limits line N68°37'12"W a distance of 224.36 ft. to a point;

Thence with the new City of Paducah limits line S71°04'10"W a distance of 335.34 ft. to a point;

Thence with the new City of Paducah limits line S21°33'58"W a distance of 316.94 ft. to a point;

Thence with the new City of Paducah limits line S46°00'54"W a distance of 111.21 ft. to a point;

Thence with the new City of Paducah limits line N68°26'04"W a distance of 364.16 ft. to a point;

Thence with the new City of Paducah limits line N04°03'01"E a distance of 152.34 ft. to a point;

Thence with the new City of Paducah limits line N71°08'13"E a distance of 100.09 ft. to a point;

Thence with the new City of Paducah limits line N04°03'16"E a distance of 435.81 ft. to the Point of Beginning;

The above described Tract contains 21.76 acres.

The above described tract is a part of the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672)

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION LEGAL DESCRIPTION - TRACT 3

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located along the west side of U.S. Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 998's west right-of-way line and Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 542) northeast property corner;

Thence with the above said U.S. Highway 998's west right-of-way line and with the new City of Paducah limits line S22°27'55"W a distance of 75.01 ft. to a point;

Thence with the new City of Paducah limits line and leaving U.S. Highway 998's west right-of-way line N68°36'15"W a distance of 399.14 ft. to a point;

Thence with the new City of Paducah limits line N22°50'53"E a distance of 75.02 ft. to a point;

Thence with the new City of Paducah limits line S68°36'15"E a distance of 398.64 ft. to the Point of Beginning;

The above described Tract contains 0.69 acres.

The above described tract is the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 542)

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 4

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located along the west side of KY Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at KY Highway 998's old east right-of-way line, said point also being on the existing City of Paducah limits;

Thence leaving the above said KY Highway 998's old east right-of-way line and with the new City of Paducah limits line N73°35'45"W a distance of 237.27 ft. to a point, said point also being Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1326, Page 586) southwest property corner;

Thence with the new City of Paducah limits line and with the above said property's west line N21°35'48"E a distance of 232.41 ft. to a point;

Thence with the new City of Paducah limits line and with the above said property's north line S74°44'54"E a distance of 191.36 ft. to a point, said point also being in the above said highway's west right-of-way line;

Thence with the new City of Paducah limits line and with the above said highway's west right-of-way line N27°58'59"E a distance of 151.98 ft. to a point;

Thence with the new City of Paducah limits line and continuing with the above said highway's west right-of-way line N30°12'43"E a distance of 242.72 ft. to a point, said point also being on the existing City of Paducah limits;

Thence with the existing City of Paducah limits and leaving the above said highway's west right-of-way line S67°19'00"E a distance of 45.53 ft. to a point, said point also being in the above said highway's old east right-of-way line and at the corner of the City of Paducah limits;

Thence with the existing City of Paducah limits and with the above said highway's old east right-of-way line S22°36'59"W a distance of 618.55 ft. to the Point of Beginning;

The above described Tract contains 2.13 acres.

The above described tract is the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1326, Page 586) and a part of the Commonwealth of Kentucky - U.S. Highway 998's right-of-way

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION
LEGAL DESCRIPTION - TRACT 5

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located west of U.S. Highway 998 (a.k.a. Olivet Church Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point, said point being at the northeast corner of the Menard, Inc. property (recorded in Deed Book 1366, Page 509), said point also being the southeast corner of the Falconite Real Estate Holdings, LLC property (recorded in Deed Book 1321, Page 672) and the northwest corner of the West Union Baptist Association, Inc. property (recorded in Deed Book 922, Page 739);

Thence with the above said West Union Baptist Association, Inc.'s property west line S22°50'41"W a distance of 339.79 ft. to a point, said point also being the northeast corner of the Charles Stephenson property (recorded in Deed Book 910, Page 244);

Thence with the above said Charles Stephenson's property north line N68°26'04"W a distance of 1235.32 ft. to a point, said point being also being the southeast corner of the Alford Crawford property (recorded in Deed Book 980, Page 398);

Thence with the above said Alford Crawford's property east line N04°03'01"E a distance of 338.15 ft. to a point, said point being also being the southwest corner of the above said Falconite Real Estate Holdings, LLC property;

Thence with the above said Falconite Real Estate Holdings, LLC's property south line S68°26'04"E a distance of 364.16 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line N46°00'54"E a distance of 111.21 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line N21°33'58"E a distance of 316.94 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line N71°04'10"E a distance of 335.34 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S68°37'12"E a distance of 224.36 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S32°41'50"E a distance of 371.77 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S15°18'13"W a distance of 309.16 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S11°52'22"E a distance of 100.11 ft. to a point;

Thence continuing with the above said Falconite Real Estate Holdings, LLC's property south line S58°21'49"E a distance of 65.49 ft. to the Point of Beginning;

The above described Tract contains 19.95 acres.

The above described tract is the entire Menard, Inc. property (recorded in Deed Book 1366, Page 509),

The above described Tract is not for Land Title Transfer but for annexation proposes only.

CITY OF PADUCAH ANNEXATION LEGAL DESCRIPTION - TRACT 6

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located along U.S. Highway 60 (a.k.a. Hinkleville Road), Paducah, McCracken County, Kentucky, more particularly described as:

Beginning at a point at U.S. Highway 60's north right-of-way line, said point also being at the southeast corner of the Harriett S. Reed, Trustee of the Walter R. Reed Trust B under the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1198, Page 432), said point also being the southwest corner of the Walter Reed property (recorded in Deed Book 1263, Page 436);

Thence with the above said Walter Reed's property west line N32°24'11"E a distance of 338.25 ft. to a point;

Thence continuing with the above said Walter Reed's property west line N32°24'46"E a distance of 259.75 ft. to a point, said point being also being the northwest corner of the CC Crossroads, LLC property (recorded in Deed Book 1338, Page 179);

Thence with the above said CC Crossroads LLC's property west line N29°35'08"E a distance of 109.74 ft. to a point, said point being also being the southeast corner of the Harriett Reed property (recorded in Deed Book 1198, Page 432);

Thence with the above said Harriett Reed's property south line and James L. Stanley property (recorded in Deed Book 219, Page 526) south line N65°17'14"W a distance of 496.26 ft. to a point, said point being also being the northeast corner of the Walter R. Reed and Harriett S. Reed, as co-trustees of the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1065, Page 634);

Thence with the above said Walter R. Reed and Harriett S. Reed, as co-trustees of the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement's property east line S22°33'46"W a distance of 620.75 ft. to a point, said point being also being the northeast corner of the Cole TS Paducah KY, LLC property (recorded in Deed Book 1070, Page 684);

Thence with the above said Cole TS Paducah KY, LLC's property east line S23°01'18"W a distance of 287.33 ft. to a point, said point being the above said highway's north right-of-way line;

Thence with the above said highway's north right-of-way line N85°59'21"E a distance of 427.73 ft. to the Point of Beginning;

The above described Tract contains 8.00 acres.

The above described tract is the entire Harriett S. Reed, Trustee of the Walter R. Reed Trust B under the Walter R. Reed and Harriett S. Reed Revocable Living Trust Agreement property (recorded in Deed Book 1198, Page 432),

The above described Tract is not for Land Title Transfer but for annexation proposes only.

SECTION 2. The City of Paducah hereby declares it desirable to annex the properties described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 9, 2018

Adopted by the Board of Commissioners, October 23, 2018

Recorded by Lindsay Parish, City Clerk, October 23, 2018

Published by The Paducah Sun, _____

\ord\plan\final-annex – Hinkleville Harris Olivet Church Road

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 _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

Lindsay Parish, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

Short Title: Approve Contract for Pat & Jim Brockenborough Rotary Health Park Sprayground and Restroom Project - **M THOMPSON**

Category: Ordinance

Staff Work By: Mark Thompson, Sheryl Chino, Fire Prevention , Engineering
Presentation By: Mark Thompson

Background Information: Pat Brockenborough donated funds for the construction and installation of a sprayground and restroom for the Pat and Jim Brockenborough Rotary Health Park. Bids were advertised and two contractors submitted. The apparent best bid has been submitted by Evrard/Strang Contractors of Marion, IL. Their bid totaled \$515,000. The next bid was by Wilkins Construction of Paducah totaling \$524,999. The construction contract is for 150 days.

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

If yes, please list the Action Step Item Codes(s): R-12

Funds Available: Account Name: Brockenborough Health Park Phase 2

Account Number: PA 0113 4000-2401-5-2307-0 and DT 0043 4000-1201-5-2307-0

Staff Recommendation: Staff recommends authorizing the Mayor to enter into a contract with Evrard/Strang Contractors for the construction of sprayground and restroom facility at the Pat and Jim Brockenborough Rotary Health Park.

Attachments:

1. Ordinance
2. Wilkins Construction bid
3. Evrard-Strang Construction bid
4. Health Park LTR-2018-10-01 Thompson-Phase 2 Contractor recommendation 10022018
5. Evard-Strang Company Information 10022018

ORDINANCE NO. 2018-_____-_____

AN ORDINANCE ACCEPTING THE BASE BID OF EVRARD-STRANG CONSTRUCTION, INC., FOR THE PAT AND JIM BROCKENBOROUGH ROTARY HEALTH PARK SPRAYGROUND AND RESTROOM FACILITY CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the base bid of Evrard-Strang Construction, Inc., in the amount of \$515,000, for the construction of a sprayground and restroom facility at the Pat and Jim Brockenborough Rotary Health Park, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Evrard-Strang Construction, Inc., of September 20, 2018.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Evrard-Strang Construction, Inc., for the sprayground and restroom facility at the Pat and Jim Brockenborough Rotary Health Park, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure shall be charged to the Project Account - PA0113 4000-2401-5-23070 and DT0043 4000-1201-5-2307-0.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 9, 2018

Adopted by the Board of Commissioners, October 23, 2018

Recorded by Lindsay Parish, City Clerk, October 23, 2018

Published by The Paducah Sun, _____

\\ord\parks\contract-Rotary Health Park Sprayground & Restroom

Brad Wilkins

From: Chris Campbell <chrisc@dwarec.com>
Sent: Thursday, September 20, 2018 11:00 AM
To: Brad Wilkins
Subject: RE: Paducah Health Park Phase 2 - Water Odyssey Sprayground Equipment

Thanks for the call Brad.

My installers have the following (5) splash pads they have done in the past 15 years:

- West Park – Elyria, OH
- Franklin Park – Van Wert, OH
- City of Celina – Celina, OH
- Meigs Co. – Pomeroy, OH
- Perry Co. Health Dept. – Perry Co., OH

Thanks,

Chris Campbell
Aquatics Manager/Project Manager
DWA Recreation, Inc.
O: 513-788-1824
F: 513-788-1825
M: 513-375-1174



BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

Wilkins Construction Co, Inc.
514 Louisiana Street
Paducah, KY 42002-3027

SURETY:

(Name, legal status and principal place of business):

Great American Insurance Company
301 East 4th Street
Cincinnati, OH 45202-4201

OWNER:

(Name, legal status and address)

City of Paducah
P O Box 2267
Paducah, KY 42003

BOND AMOUNT: \$ Five Percent of Attached Bid (****5\$****)

PROJECT: Health Park Phase II

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of September, 2018.

Lisa M. Barton
(Witness)

Debbie L. Tucker
(Witness) Debbie L. Tucker

Wilkins Construction Co, Inc.

(Principal)

President

(Title)

GREAT AMERICAN INSURANCE COMPANY

(Surety)

(Attorney-in-Fact) Chris Gunn

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20955

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CHRIS GUNN	ALL OF	ALL
PETE T. GUNN, III	BENTON, KENTUCKY	\$100,000,000
MICHAEL MARTIN		
ASHLEY O'DANIEL		
SUSSANN LOVETT		
DEBBIE L. TUCKER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8TH day of FEBRUARY, 2018.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 8TH day of FEBRUARY, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

29th

day of

September

2018



My L C. B.
Assistant Secretary

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Wilkins Construction Co., Inc.
- B. Project Name: Paducah Health Park – Phase 2
- C. Project Location: 421 North 13th Street, Paducah, Kentucky
- D. Owner: City of Paducah, Kentucky
- E. Architect: Brandstetter Carroll, Inc.
- F. Architect Project Number: 15082

1.2 CERTIFICATIONS AND BASE BID

A. Contract No. 1 – Provide and Install Sprayground

Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Brandstetter Carroll Inc. and the Architect's Consultants, having visited the site, and being familiar with all conditions and requirements of the work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Five Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$ 524,999.00).
- 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document Unit Prices Form and Document Alternates Form.

E. Alternate Bid No. 1 – Sprayground Labyrinth

Written Amount One Hundred Nineteen Thousand Nine Hundred Ninety-Nine and 00/100 Numeral \$ 119,999.00

- F. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement within ten days of receipt of Notice of Award.
- Furnish the required bonds within ten days of receipt of Notice of Award in the form described in Supplementary Conditions.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by

reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% Bid Bond Dollars (\$).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Site Work: Wilkins Construction Co., Inc.
2. Concrete Work: Wilkins Construction Co., Inc.
3. Plumbing Work: Murco Inc.
4. Electrical Work: Faughn Electric
5. Sprayground Work: DWA Recreation
6. Building Construction Work: M.P. Lawson Construction, LLC

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 150 (one hundred fifty) calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated
2. Addendum No. 2, dated
3. Addendum No. 3, dated
4. Addendum No. 4, dated

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Alternates.
2. Bid Form Supplement - Unit Prices.
3. Bid Form Supplement - Allowances.
4. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Paducah (city) and Kentucky (state), and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 20th day of September, 2018.
- B. Submitted By Wilkins Const. Co., Inc. (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Brad Wilkins (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: Lisa Barton (Handwritten signature).
- G. Attest: Tisha Wilkins (Handwritten signature).
- H. By: Tisha Wilkins (Type or print name).
- I. Title: Assistant Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 514 Louisiana Street.
- K. City, State, Zip Paducah, Ky 42002.
- L. Phone: 270 442-8174.
- M. License No.: 4046.
- N. Federal ID No.: 61-0595579 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004322 - LIST OF UNIT PRICES

1.1 BID INFORMATION

A. Bidder: Wilkins Construction Co., Inc.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES (TO BE SUBMITTED WITH BID)

The following are Unit Prices for specific portions of the Work as listed and are applicable to authorized variations from the Contract Documents. All unit prices to indicate complete installation.

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
Earthwork	333	c.y.	\$ 95.86
4" Concrete, slab	489	s.y.	\$ 66.06
5" Concrete, slab	218	s.y.	\$ 105.04
Area drain	7	ea.	\$ 750.00
Area water line	1000	l.f.	\$ 15.00
Area water line		l.f.	
6" Sewer line	621	l.f.	\$ 34.07
Drinking fountain	1	ea.	\$7,350.00
Bench	3	ea.	\$1,213.00
Tables	3	ea.	\$1,667.00
Decorative Fence	322	l/f	\$ 105.60

SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 20 day of September, 2018
- B. Submitted By: Wilkins Const. Co., Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature : [Handwritten Signature] (Handwritten signature).
- D. Signed By : Brad Wilkins (Type or print name).
- E. Title : President (Owner/Partner/President/Vice President).

END OF LIST OF UNIT PRICES

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Wilkins Construcion Co., Inc. Subcontractor: DWA Recreation
- B. Prime Contract: Paducah Health Park Phase II Prime Contractor: Wilkins Construction Co, Inc.
- C. Project Name: Paducah Health Park – Phase 2.
- D. Project Location: 421 North 13th Street, Paducah, Kentucky.
- E. Owner: City of Paducah.
- F. Architect: Brandstetter Carroll Inc..
- G. Architect Project Number: 15082.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

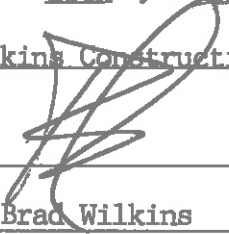
1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Add Alternate No 1: Sprayground Labyrinth

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 20th day of September, 2018
- B. Submitted By: Wilkins Construction Co., Inc. (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brad Wilkins (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

DOCUMENT 004336 - LIST OF SUBCONTRACTORS

(TO BE SUBMITTED WITH BID)

Herewith is the list of Subcontractors referenced in the bid submitted by:

(Project) Paducah Health Park – Phase 2

(Owner) City of Paducah

(Bidder) Wilkins Construction Co., Inc.

Dated 9/20/2018 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

[illegible]

END OF LIST OF SUBCONTRACTORS

RECEIVED

SEP 20 2018

CITY CLERK

1:58 pm

Wilkins

CONSTRUCTION COMPANY, INC.

POST OFFICE BOX 3127
PADUCAH, KY 42002

TO:

City Clerk
City of Paducah
City Hall 300 S 5th Street
P O Box 2267
Paducah, KY 42002-2267

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Evrard-Strang Construction, Inc.
1703 East DeYoung Street, Marion, IL 62959
(Name of Principal - Bidder)
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
(Name of Surety - Insurance Company)
a Corporation duly organized under the laws of the State of Kentucky Connecticut
(State)

as Surety, hereinafter called the Surety, are held and firmly bound unto the **CITY OF PADUCAH,**
KENTUCKY, as Obligor, hereinafter called the Obligor, in the sum of:

\$ 5% of the Amount Bid (Five Percent of the Amount Bid Dollars and _____ Cents)

for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for Paducah Health Park - Phase 2
(Name of Project)

Dated September 20, 2018 to the **CITY OF PADUCAH, KENTUCKY**, Obligor.

NOW, THEREFORE:

If the Obligor shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligor
in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or
contract documents with good and sufficient surety for the faithful performance of such contract documents
and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the
Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligor may in good faith contract with another party to perform the work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this 20 day of September 20 18.

Evrard-Strang Construction, Inc.

(Principal - Bidder)

President
(Title)

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jodie EVERARD, certify that I am the Ernest Strong Secretary of the Corporation named as Principal in the within Bond; that Rodney EVERARD who signed the said Bond on behalf of the Principal was then President of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.


(Principal-Bidder Corporate Secretary)

(Corporate Seal)

SURETY: Signed and sealed this 20 day of September 2018.

Travelers Casualty and Surety Company of America


(Surety - Insurance Company)

Ashley Miller, Attorney-In Fact
(Title)

(SEAL)

Attach Surety Power of Attorney

State of Missouri
County of St. Louis

On 9/20/2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ashley Miller known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Andrea McCarthy, Notary Public

ANDREA MCCARTHY
Notary Public – Notary Seal
State of Missouri, St. Louis County
Commission # 15636518
My Commission Expires July 30, 2019

My Commission Expires: _____

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ashley Miller** of **Chesterfield Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20 day of September, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Evrard-Strang Construction
- B. Project Name: Paducah Health Park – Phase 2
- C. Project Location: 421 North 13th Street, Paducah, Kentucky
- D. Owner: City of Paducah, Kentucky
- E. Architect: Brandstetter Carroll, Inc.
- F. Architect Project Number: 15082

1.2 CERTIFICATIONS AND BASE BID

- A. Contract No. 1 – Provide and Install Sprayground

Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Brandstetter Carroll Inc. and the Architect's Consultants, having visited the site, and being familiar with all conditions and requirements of the work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Five Fifteen Thousand Dollars (\$ 15,000.00).
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document Unit Prices Form and Document Alternates Form.

- E. Alternate Bid No. 1 – Sprayground Labyrinth

Written Amount One Hundred Seven Thousand Numeral \$ 107,462.00
Four Hundred Sixty-two

- F. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement within ten days of receipt of Notice of Award.
- Furnish the required bonds within ten days of receipt of Notice of Award in the form described in Supplementary Conditions.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by

reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of bid amount. Dollars (\$ 5% of bid.).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Site Work: Evrard-Strang Construction
2. Concrete Work: SpecCon Concrete Construction
3. Plumbing Work: Murkio Plumbing
4. Electrical Work: Jay's Electric
5. Sprayground Work: PSS Contractors
6. Building Construction Work: Evrard-Strang Construction

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 150 (one hundred fifty) calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____
2. Addendum No. 2, dated _____
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Alternates.
2. Bid Form Supplement - Unit Prices.
3. Bid Form Supplement - Allowances.
4. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Paducah (city) and Kentucky (state), and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 20th day of September, 2018.
- B. Submitted By Evrard-Strang Construction (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Rodney Evrard (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: [Handwritten Signature] (Handwritten signature).
- H. By: Jodie Evrard (Type or print name).
- I. Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 1703 E. DeYoung Street.
- K. City, State, Zip Marion, IL 62959.
- L. Phone: 618-997-8997.
- M. License No.: Not Applicable.
- N. Federal ID No.: 30-0083774 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004322 - LIST OF UNIT PRICES

1.1 BID INFORMATION

- A. Bidder: Evrard-Strang Construction.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES (TO BE SUBMITTED WITH BID)

The following are Unit Prices for specific portions of the Work as listed and are applicable to authorized variations from the Contract Documents. All unit prices to indicate complete installation.

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
Earthwork	c.y.	100	100.00
4" Concrete, slab	s.y.	850	850.00
5" Concrete, slab	s.y.	920	920.00
Area drain	ea.	1500	1500.00
Area water line	l.f.	30	30.00
Area water line	l.f.	30	30.00
6" Sewer line	l.f.	35	35.00
Drinking fountain	ea.	3500	3500.00
Bench	ea.	1950	1950.00
Tables	ea.	2100	2100.00
Decorative Fence	l/f	175	175.00

SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 20th day of September, 2018
- B. Submitted By: Evrard-Strang Construction (Insert name of bidding firm or corporation).
- C. Authorized Signature :  (Handwritten signature).
- D. Signed By : Rodney Evrard (Type or print name).
- E. Title : President (Owner/Partner/President/Vice President).

END OF LIST OF UNIT PRICES

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: PSS Contractors.
- B. Prime Contract: Evrard-Strang Construction.
- C. Project Name: Paducah Health Park – Phase 2.
- D. Project Location: 421 North 13th Street, Paducah, Kentucky.
- E. Owner: City of Paducah.
- F. Architect: Brandstetter Carroll Inc..
- G. Architect Project Number: 15082.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

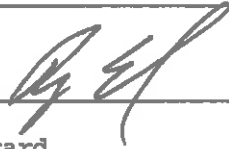
1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Add Alternate No 1: Sprayground Labyrinth

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 20th day of September, 2018
- B. Submitted By: Evrard-Strang Construction (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Rodney Evrard (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

PADUCAH HEALTH PARK – PHASE 2

(TO BE SUBMITTED WITH BID)

(Project) Paducah Health Park – Phase 2

(Owner) City of Paducah

(Bidder) Evrard-Strang Construction

Dated 9/20/2018 and which is an integral part of the Bid Form.

WORK SUBJECT

NAME, ADDRESS, PHONE NUMBER

Site Work

Evrard-Strang Construction, 1703 E. DeYoung St., Marion, IL, (618-997-8997)

Concrete Work

SpecCon Concrete Construction, 1703 E. DeYoung St., Marion, IL, (618-364-0701)

Plumbing Work

Marteo 915 6000 St Puchanb Ky

Electrical Work

Ja. '9 electric | St. Ross Ln Benton Ks

Sprayground

PSS Contractors PO Box 1303 West Chester OH 45071

Building

Evvard-Strang Construction, 1703 E. DeYoung St., Marion, IL, (618-997-8997)

Construction

LIST OF SUBCONTRACTORS

City Clerk, City of Paducah, City Hall
300 S. 5th Street
P.O. Box 2267
Paducah, KY, 42002-2267

BID DOCUMENTS

Paducah Health Park - Phase 2

Bidder: Eward-Strang Construction

Bid Opening: 9/20/2018 at 2:00 p.m.

RECEIVED

SEP 20 2018

CITY CLERK

1:58 PM

CSM

RECEIVED

SEP 20 2018

CITY CLERK

11:58 PM

CSM



October 1, 2018

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480
FX: 216.736.7155

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926
FX: 469.941.4112

Mr. Mark Thompson, Director
Paducah Parks and Recreation
1400 H.C. Mathis Dr.
Paducah, Kentucky 42001

RE: Health Park Phase 2 Contractor

Dear Mark,

We are hereby recommending the award of the contract for the Paducah Health Park Phase 2 construction to Evrard-Strang Construction of Marion Illinois. Their base bid of \$515,000 was the lower of the two bids received and lower than the Architect's Estimate.

The work in their portfolio includes several schools and commercial buildings which are much more complex than this project. The sprayground contractor PSS has worked with our firm before on aquatic projects and we have found their work to be acceptable. They are using sprayground equipment from Vortex, which was the basis of design for the plans and specifications. The other subcontractors include Murtco Plumbing and Jay's Electric which both worked on Phase 1 and are very familiar with the project

The Evrard Strang references checked out well.

Sincerely,
Brandstetter Carroll Inc.

Patrick D. Hoagland
Patrick D. Hoagland, ASLA
Principal

PDH/pdh



1703 EAST DEYOUNG STREET
MARION, ILLINOIS 62959

COMPANY PROFILE

- Evrard-Strang Construction, Inc. is a company with a strong set of core values and exceptional employees who have the knowledge and experience to making sure our customers are provided with superior performance and quality results. We approach each project with a cooperative mindset, working with clients, architects, and subcontractors toward the common goal – successful project delivery!
 - We manage all of the processes required to complete your construction project from demolition and hauling to material delivery, installation, and construction. We conduct regular project meetings to ensure that the highest standards are being maintained from project start to project finish.
 - Our clients include a wide variety of private and public corporations and agencies. Our public and private projects typically involves industrial and commercial developments or additions including but not limited to, agency buildings and additions, airport expansions, office complexes, healthcare facilities, schools, and shopping centers.

- We have memberships and associations with the following organizations:



GENERAL CONTRACT SCHOOL PROJECTS

- Zadok Casey Middle School Gym Addition (Current)- \$3,022,000
- Bluford High School Addition (Current)- \$6,045,455
- Goreville Elementary Gym Addition (Current)- \$2,000,000
- Meridian Elementary School (Current)-\$7,400,000.00
- Southern Illinois University-Woody Hall Renovations and Elevator Additions (2018)- \$1,635,500.00
- New Marion High School Phase 5 (2015)-\$3,909,000.00
- Crab Orchard Elementary School Addition (2015)- \$2,499,000.00
- Southern Illinois University-Boardwalk (2014)-\$3,405,589.00
- New Marion High School Phase 4 (2014)-\$5,152,986.00
- John A Logan College-New Communications Building (2012)-\$12,949,000.00
- New Creal Springs PK-8 Facility (2012)-\$10,460,000.00
- Carterville Sports Complex (2010)-\$6,170,000.00
- Carterville High School Site Development (2010)-\$2,046,950.00
- Carterville Intermediate School Addition (2008)- \$1,881,000.00
- Shawnee Community College Medical Arts Facility (2009)-\$6,966,000.00

Meridian Elementary School (current construction of ICF Block Structure)



JOHN A LOGAN COLLEGE-NEW COMMUNICATIONS BUILDING



CARTERVILLE HIGH SCHOOL SPORTS COMPLEX



New Creal Springs PK-8 Facility



SHAWNEE COMMUNITY COLLEGE MEDICAL ARTS FACILITY



GENERAL CONTRACT COMMERCIAL PROJECTS

- South Side Lumber-Herrin Design Center (2016)-\$3,126,265.00
- Krispy Kreme Doughnuts-Marion (2015)-\$1,127,175.00
- Franklin Park Pool-Metrolpolis (2015)-\$723,011.00
- Nissan of Marion-New Dealership (2014)-\$3,786,477.00
- Anna West Lindsey District Library (2010)-\$2,125,484.00
- Bank of Carbondale-Carterville Location (2006)-\$2,278,054.00

SOUTH SIDE LUMBER-HERRIN DESIGN CENTER



KRISPY KREME DOUGHNUTS- MARION



NISSAN OF MARION-NEW DEALERSHIP



ANNA WEST LINDSEY DISTRICT LIBRARY



THE BANK OF CARBONDALE- CARTERVILLE



HEALTH CARE RELATED PROJECTS

- Marion VA Medical Center-New Mental Health RRTP (Current)-\$2,839,000.00
- Anna Rural Health Clinic (2015)-\$1,526,000.00
- Autumn Ridge New Assisted Living Facility (2012)- \$6,000,000.00
- New Vienna Ambulance and Fire Station (2009)- \$430,000.00
- Southern Illinois Urology Clinic (2008)-\$1,873,000.00
- New Medicap Pharmacy Building, Anna, IL (2007)- \$250,000.00
- Marion Diagnostic Center, Marion IL (2006)- \$7,444,000.00
- Cobden Rural Health Clinic (2003)-\$1,896,471.00
- New Medicap Pharmacy Building, Marion, IL (2003)-\$809,000.00

AUTUM RIDGE ASSISTED LIVING-NEW FACILITY



MARION HEALTH CARE DIAGNOLSTIC CENTER



SOUTHERN ILLINOIS UROLOGY CENTER



ANNA RURAL HEALTH CLINIC- ADDITION AND REMODEL



DEPARTMENT OF HOUSING & URBAN DEVELOPMENT PROJECTS

- Paducah Public Housing Fire Partitions (Current)- \$757,000
- Paducah Public Housing Fire Damage Repair (Current)- \$267,818
- Housing Authority of the City of Mt. Vernon-Rose Lane Elevator Additions (Current)- \$1,226,722.00
- Williamson County Public Housing Upgrades (2018)- \$329,280
- Alexander County Housing Authority-F. Smith Building Exterior Renovations and Concrete Repair (2016)-\$980,000.00
- Housing Authority of Franklin Country-Kuca High Rise EIFS Removal/Replacement-(2013)- \$300,000.00
- Jackson County Housing Authority, Vacancy Reductions, Phase 2 (2013)-\$1,474,882.00
- Housing Authority of Franklin County-Kuca High Rise (2013)-\$1,510,500.00
- Housing Authority of Franklin County Phase 4 (2012)-\$1,561,800.00
- Housing Authority of Union County Parking Upgrades (2012)-\$320,000.00
- Williamson County Housing Authority Renovations 3 phases (2004)- \$6,117,000.00

General Contract Government And Industrial Projects

- Metropolis Water Treatment Plant Improvements (Current)- \$1,247,000
- Massac County Courthouse Renovations (Current)- \$874,763
- Jackson County Levee District-Degognia Fountian Bluff and Grand Tower Drainage (Current)-\$2,800,000.00
- Williamson County Courthouse-Third Floor (2016)-\$1,938,080.00
- Shawnee Mass Transit Vienna Facility (2015)-\$3,401,806.00
- Williamson County Courthouse Lower Level (2015)-\$3,781,360
- Golconda Job Corp Renovations(2015)-\$678,850.00
- Department of Fish & Wildlife-Crab Orchard Fire Building (2015)-\$920,744.00
- General Dynamics SPP Relocation(2015)-\$1,773,694.00
- Seneca Mine-New Panline Building (2015)-\$5,286,000.00
- Office of County Engineering-C-Line Drainage Structures Union County (2012)-\$1,484,440.00
- Office of County Engineering-Gale Drainage Structures Alexander County (2012)-\$2,650,000.00
- Mach Mining-Maintenance Facility (2012)-\$6,200,000.00
- Hillsboro Energy-Deer Run Bathhouse and Offices (2011)- \$9,810,000.00
- Hillsboro Energy-Deer Run Maintenance Bay (2011)-\$2,673,000.00
- Foresight Energy-South Belt Clean Coal Terminal (2011)-\$8,560,000.00
- Sugar Camp Offices and Shower House (2009)-\$4,300,000.00

SHAWNEE MASS TRANSIT- VIENNA FACILITY



Office of County Engineering-C-Line Drainage Structures Union County



Office of County Engineering-Gale Drainage Structures Alexander County



EXPERIENCE & PERSONNEL

- Rodney Evrard (President)- Over 25 years of experience as superintendent/foreman and business owner. Expertise in coordinating projects of all shapes and sizes from under a million to over 20 million dollars in magnitude. Oversees all aspects of the business. Previously worked for Korte Company as General Foreman on 10 million dollar 2nd floor addition expansion on the Herrin Hospital.
- Jodie Evrard (Human Resources)- 16 years of Human Resources experience. Responsible for payroll and benefits administration for all employees; Involved in corporate strategy and decision making for all company benefits, which include, Health, Dental, Vision, AD&D, Life, Flexible Spending & IRA. Responsible for all employee relations; Maintained all regulatory compliance for safety and environmental activities.
- Ric Barth (Project Manager)- Ric has over 10 years of experience in various areas of construction and architectural management. He is responsible for project management as well as computer drafting and technology management.
- Zina Smith (Project Manager)- Zina has over 5 years of experience in Project Management and Estimating.

EXPERIENCE & PERSONNEL

continued...

- Robert Canada (Superintendent)-27 years of experience in the construction field. Superintendent on Evrard-Strang's team since 2006. Widespread knowledge and hands on experience with all construction methods including multi-million dollar healthcare projects listed below:
 - Indiana Lutheran Hospital Fort Wayne-New Facility (1993)
 - Dr. Lipoff Cardiologist New Office-New Facility (2000)
 - Heartland Regional Medical Center New Facility (2003)
 - Southern Illinois University Student Health Center-New Facility (2004)
 - Heartland Medical Office Buildings Suites Addition (2005)
 - Ball State Hospital Remodel of Maternity Ward -Muncie Indiana (2006)
 - Dr. Reddy Office New Facility (2008)
- Randy Clark (Superintendent) Randy has over 20 years of commercial experience in this region. He was self employed for 8 years owning and operating Clark Construction. He has been a Superintendent with Evrard-Strang Construction over 10 years.
- Tom Burton(Superintendent)- Over 25 years, 13 of which have been with Evrard-Strang. Carpenter/foreman for 6 years with Korte Company, and 6 following those as a superintendent at Zeller Construction.
- Matt Evrard (Superintendent)-8 years of experience and a working superintendent with Evrard-Strang. Expertise in carpentry and the ability to run multiple projects simultaneously.

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

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

Category: Ordinance

Staff Work By: Mark Thompson

Presentation By: Mark Thompson, Jonathan Perkins Landscape Architect BFW

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

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

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

Funds Available: Account Name: Noble Park Peck Donation

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

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

Attachments:

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

ORDINANCE NO. 2018-__ - ____

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

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

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

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

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

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

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

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

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 23, 2018

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

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



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

October 15, 2018

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

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

Dear Mr. Thompson:

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

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

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

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

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

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

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

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

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

Bidding/Contract Negotiation Phase:

\$1,500 (5%)

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

Construction Administration Phase:

\$6,000 (20%)

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

* Land Surveying Services (Separate from site design and construction documentation):

\$6,320.00

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

Total Proposed:

\$36,320.00

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

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

Sincerely,

Bacon | Farmer | Workman Engineering & Testing, Inc.



Jonathan E. Perkins, PLA, ASLA
Landscape Architect

Attachment: 1

Authorization to Proceed:

Proposal Date – October 15, 2018

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

Mark H. Thompson, Director

City of Paducah, Parks and Recreation

Signature

Date

Name (Printed)

Title

PROFESSIONAL SERVICES AGREEMENT

PROJECT:

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

P17404

Peck Memorial Relocation - City of Paducah

CLIENT:

1400 H.C. Mathis Drive

ADDRESS:

Paducah, KY 42001

CONTACT:

Mr. Mark Thompson, Director

TEL: 270-444-8696

FAX: _____

CONSULTANT:

BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.

ADDRESS:

500 S. 17th St Paducah, KY 42003

CONTACT:

Jonathan E. Perkins

TEL: 270-443-1995

FAX: 270-443-1904

PROJECT DESCRIPTION:

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



SCOPE OF SERVICES (See Attachment)



SCHEDULE (See Attachment)

COMPENSATION:

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



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



BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's Direct Job Wages times a factor of ____



List of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's Hourly Rates.



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

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

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

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

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

CLIENT:

City of Paducah, Kentucky

BY:

Mark Thompson

SIGNATURE:**TITLE:**

Director of Parks and Recreation

DATE:**CONSULTANT:**

Bacon, Farmer, Workman Engineering & Testing, Inc.

BY:

Jonathan E Perkins, PLA, ASLA

SIGNATURE:**TITLE:**

Landscape Architect

DATE:

10/15/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Indoor Learning Environments - Types | Descriptions

Outdoor Learning Area	Description	Activities and Materials	Spatial Requirements
Quiet Area	Passive activities or materials that allow children to transition to their outdoor space	Passive activities or materials that allow children to transition to their outdoor space	
Manipulative Area	Activities or materials that allow children to work on their fine-motor skills	1. Construction tools, building materials, writing materials, pottery. 2. For older children and youth, you could offer sewing, woodworking, or jewelry making, perhaps incorporating natural materials.	
Physical Area	Activities or materials to strengthen gross-motor skills	1. Playground equipment, balls, hoops, nets, jump ropes, bicycles and sports activities, group games (tag, field-day activities), obstacle courses 2. Remember that with the proper safety gear, older children and youth may also enjoy in-line skating or skateboarding	
Nature Area	Activities or materials found in nature; perfect spot for a garden or discovery area	1. Leaves, bark, seeds, fossils 2. You can offer opportunities to examine and explore items or create and tend a garden.	
Social Area	Activities or an area that offers a quiet spot for children to talk and interact with each other and staff members	Picnic table with benches, chairs situated away from noise and play	
Dramatic area	Activities or materials that offer an outdoor version of a dramatic play space	Play house, sand and tools, bubbles, wheeled toys, other items that promote imaginative and interactive play (for young children); theater, dance, or music props, for example for a musical concert or talent show (for older children)	
Sensory area	Activities or materials that allow children to explore and discover through their senses	Water table, sprinkler, sand box, digging tools (for younger children); creating items to test in different contexts and environment, for example, boats out of recycled materials to test in the water table (for older children)	
<i>Resource: Virtual Lab School (https://www.virtualabschool.org/school-age/learning-environments/lesson-3)</i>			
Animal Tracking Plot	Activities focused around identifying animal tracks, remnants, etc. to teach students about local animals found in local community.	Feeding + attracting local wildlife to study their tracks and signs of their presence	3 feet by 3 feet (or larger) plot filled with clay, devoid of plant materials and grass
Arboretum	Plot of trees/shrubs that are specifically selected for students to identify as to learn about local flora and how knowing about trees can help protect our local forests/urban-forests.	Identify trees by characteristics: whole tree, buds, leaves, bark, stems, fruit, etc. Planting benches for tree planting in pots would teach about how trees grow.	Large area containing room for trees and tables to display specimens.
Archaeological Dig Site	This is an area where students can learn the techniques used in archaeological digs, while unearthing "planted" artifacts. Such an activity can also be tied into historical studies and soils investigations.	Students dig in an artificial archaeological dig-site which would have "planted" artifacts.	
Berry/Fruit Producing Plants	For quick growth, beautiful color, wildlife food and cover, erosion control and general outdoor studies, it's hard to beat berry producing shrubs.	Identifying and planting fruit-producing trees, shrubs, brambles, vines and teaching how to plant and care for them. Also, identifying where to find natives & locally available fruit.	
Bird Blind	When observing birds near a feeder or around a pond or marsh, wouldn't it be nice to be invisible?	A simple wood frame structure covered with chicken wire serves as a good foundation to be covered with leaves and other natural debris, leaving a small area open for observation.	
Bird Feeders			
Butterfly Garden			
Compost Pile			
Creek			
Existing Timber Stand			
Erosion Control Demonstration Area			
Grasses Plot			
Fence Row			
Groundwater Monitoring Hole			
Herb Garden			
Herbaceous Wildlife Plantings			



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

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

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



Peck Addition Noble Park

SCHEMATIC Landscape Planting & Mulching Estimate of Probable Cost

Noble Park, Paducah, Kentucky

Updated: 08/24/2018

\$300K Budget - North Side



BFW# P17404

v4.1

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

Note:

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

Mark Thompson

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

Mark,

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

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

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

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

Agenda Action Form

Paducah City Commission

Meeting Date: October 23, 2018

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

Category: Ordinance

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

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

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

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

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

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

Funds Available: Account Name:
Account Number:

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

Attachments:

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

ORDINANCE NO. 2018 – 10 - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING CORRECTIVE TRANSFERS OF REAL PROPERTY AND INTERESTS IN REAL PROPERTY AMONG THE CITY OF PADUCAH, THE PADUCAH MCCrackEN COUNTY CONVENTION CENTER CORPORATION, JIM SMITH CONTRACTING COMPANY, LLC, PADUCAH RIVERFRONT HOTEL, LP, AND INDEPENDENCE BANK WITH RESPECT TO THE DEVELOPMENT OF THE PADUCAH RIVERFRONT, A PUBLIC PROJECT; AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS TO EFFECTUATE SAME

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

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

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

WHEREAS, it has always been the intention of City and PMCCC, that PMCCC would own that portion of the Paducah Riverfront Property upon which the Convention and Expo Center is situated and that the City would own the remainder of the Paducah Riverfront Property; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Brandi Harless

ATTEST:

City Clerk, Lindsay Parish

Introduced by the Board of Commissioners _____, 2018

Adopted by the Board of Commissioners _____, 2018

Recorded by Lindsay Parish, City Clerk, _____, 2018

Published by *The Paducah Sun*, _____, 2018

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

EXHIBIT A-1

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

See attachment.

QUITCLAIM DEED

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

Paducah McCracken County Convention
Center Corporation

City of Paducah, Kentucky

By: _____

By: _____

Title: _____

Title: _____

STATE OF KENTUCKY)

) SS

COUNTY OF McCRACKEN)

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

My commission expires: _____.

Notary Public, State at Large

Notary ID # _____

STATE OF KENTUCKY)

) SS

COUNTY OF McCRACKEN)

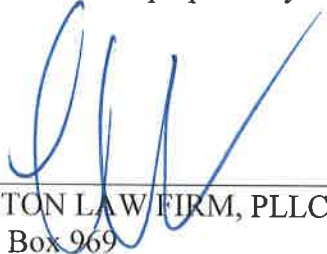
The foregoing instrument was sworn to and acknowledged before me this _____ day
of _____, 2018, by _____,
_____ (title) of City of Paducah, Kentucky, a municipal corporation of the
Home Rule class existing under the laws of the Commonwealth of Kentucky, on behalf of said
entity, Grantee.

My commission expires: _____.

Notary Public, State at Large

Notary ID # _____

This instrument prepared by:



DENTON LAW FIRM, PLLC
P. O. Box 969
Paducah, KY 42002-0969
(270) 450-8253
212726

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

EXHIBIT A-2

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

See attachment.

QUITCLAIM DEED

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

WITNESSETH

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

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

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

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

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

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

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

Paducah McCracken County Convention
Center Corporation

City of Paducah, Kentucky

By: _____

By: _____

Title: _____

Title: _____

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

Notary Public, State at Large
Notary ID # _____

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My commission expires: _____.

Notary Public, State at Large
Notary ID # _____

This instrument prepared by:

A handwritten signature in blue ink, consisting of stylized, overlapping loops and curves, positioned above a horizontal line.

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

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

EXHIBIT A-3

CITY DEED OF CLARIFICATION FOR TRACT 1 OF M-1260

See attachment.

DEED OF CLARIFICATION

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

W I T N E S S E T H :

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

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

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

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

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

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

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

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

AND

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

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

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

CITY OF PADUCAH, KENTUCKY (Grantor)

BY: _____

LISA H. EMMONS, as TRUSTEE, Grantor

TITLE: _____

CITY OF PADUCAH, KENTUCKY (Grantee)

BY: _____

LISA H. EMMONS, as TRUSTEE, Grantee

TITLE: _____

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

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

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

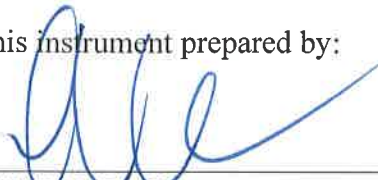
STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

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

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

This instrument prepared by:



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

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

EXHIBIT A-4

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

See attachment.

DEED OF CLARIFICATION

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

WITNESSETH:

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

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

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

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

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

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

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

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

AND

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

W I T N E S S E T H :

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

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

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

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

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

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

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

covenants and restrictions of record.

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

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

CITY OF PADUCAH, KENTUCKY (Grantor)

BY: _____

LISA H. EMMONS, as TRUSTEE, Grantor

TITLE: _____

CITY OF PADUCAH, KENTUCKY (Grantee)

BY: _____

LISA H. EMMONS, as TRUSTEE, Grantee

TITLE: _____

STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

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

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

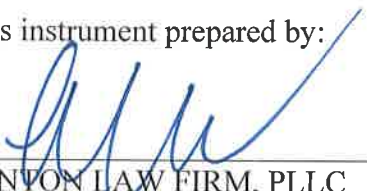
STATE OF KENTUCKY)
COUNTY OF MCCRACKEN)

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

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

This instrument prepared by:



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

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

EXHIBIT A-5

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

See attachment.

QUITCLAIM DEED

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

WITNESSETH

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

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

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

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

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

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

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

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

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

City of Paducah, Kentucky

Paducah McCracken County Convention
Center Corporation

By: _____

By: _____

Title: _____

Title: _____

STATE OF KENTUCKY)

) SS

COUNTY OF McCRACKEN)

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

My commission expires: _____.

Notary Public, State at Large

Notary ID # _____

STATE OF KENTUCKY)

) SS

COUNTY OF McCRACKEN)

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

My commission expires: _____.

Notary Public, State at Large

Notary ID # _____

This instrument prepared by:



DENTON LAW FIRM, PLLC

P. O. Box 969

Paducah, KY 42002-0969

(270) 450-8253

212727

Send current year tax bill to:

Paducah McCracken County Convention Center

128 Broadway

Paducah, KY 42001

EXHIBIT A-6

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

See attachment.

QUITCLAIM DEED

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

WITNESSETH

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

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

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

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

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

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

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

Paducah McCracken County Convention
Center Corporation

City of Paducah, Kentucky

By: _____

By: _____

Title: _____

Title: _____

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

Notary Public, State at Large
Notary ID # _____

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My commission expires: _____.

Notary Public, State at Large
Notary ID # _____

This instrument prepared by:

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

DENTON LAW FIRM, PLLC

P. O. Box 969

Paducah, KY 42002-0969

(270) 450-8253

212902

Send current year tax bill to:

City of Paducah

P O Box 2267

Paducah, KY 42002-2267

EXHIBIT A-7

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

See attachment.

DEED OF CONVEYANCE

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

WITNESSETH:

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

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

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

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

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

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

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

JIM SMITH CONTRACTING COMPANY, LLC CITY OF PADUCAH, KENTUCKY

By Cheryl Baugus By _____
Title Vice President, CFO Title _____

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

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

My commission expires May 28, 2021.

Samuel Sharp
NOTARY PUBLIC, STATE AT LARGE
Notary ID# 578676

STATE OF KENTUCKY)

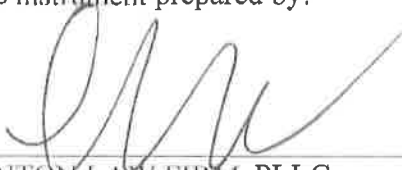
COUNTY OF MCCRACKEN)

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

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
Notary ID# _____

This instrument prepared by:



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

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

EXHIBIT A-8

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

See attachment.

FIRST AMENDMENT TO PARKING SITE LEASE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Previously described as follows:

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

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

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

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

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

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

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

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

LESSEE:

PADUCAH RIVERFRONT HOTEL LP,

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

By: _____
GLENN D. HIGDON
Title: President

LESSOR:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

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

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

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

Notary Public, State at Large

Notary ID #

My Commission expires: _____.

This document prepared by:

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

EXHIBIT A-9

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

See attachment.

FIRST AMENDMENT TO AGREEMENT OF LEASE

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

W I T N E S S E T H :

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

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

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

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

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

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

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

Project Site previously described as:

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

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

Project Site is now more accurately described as:

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

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

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

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

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

TENANT:

PADUCAH RIVERFRONT HOTEL LP,

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

By: _____

GLENN D. HIGDON

Title: President

LANDLORD;

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

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

Notary Public, State at Large

Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

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

Notary Public, State at Large

Notary ID # _____

My Commission expires: _____.

This document prepared by:

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

EXHIBIT A-10

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

See attachment.

MODIFICATION OF OPEN-END LEASEHOLD MORTGAGE

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

MORTGAGOR:

PADUCAH RIVERFRONT HOTEL LP,

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

By: _____
GLENN D. HIGDON
Title: President

MORTGAGEE:

INDEPENDENCE BANK OF KENTUCKY

By: _____
Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

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

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

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

Notary Public, State at Large

Notary ID # _____

My Commission expires: _____.

This document prepared by:

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

EXHIBIT A-11

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

See attachment.

MODIFICATION OF OPEN-END LEASEHOLD MORTGAGE

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

Project Site previously described as:

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

Project Site is now more accurately described as :

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

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

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

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

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

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

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

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

MORTGAGOR:

PADUCAH RIVERFRONT HOTEL LP,

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

By: _____
GLENN D. HIGDON
Title: President

MORTGAGEE:

INDEPENDENCE BANK OF KENTUCKY

By: _____

Title: _____

ISSUER:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

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

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCracken)

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

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

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

Notary Public, State at Large
Notary ID # _____

My Commission expires: _____.

This document prepared by:

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

EXHIBIT A-12

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

See attachment.

MODIFICATION OF ASSIGNMENT OF RENTS AND LEASES

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

Property or Project Site is now more accurately described as :

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

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

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

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

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

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

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

TENANT:

PADUCAH RIVERFRONT HOTEL LP,

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

By: _____
GLENN D. HIGDON
Title: President

ORIGINAL PURCHASER:

INDEPENDENCE BANK OF KENTUCKY

By: _____
Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

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

Notary Public, State at Large

Notary ID # _____

My Commission expires: _____.

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

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

Notary Public, State at Large

Notary ID # _____

My Commission expires: _____.

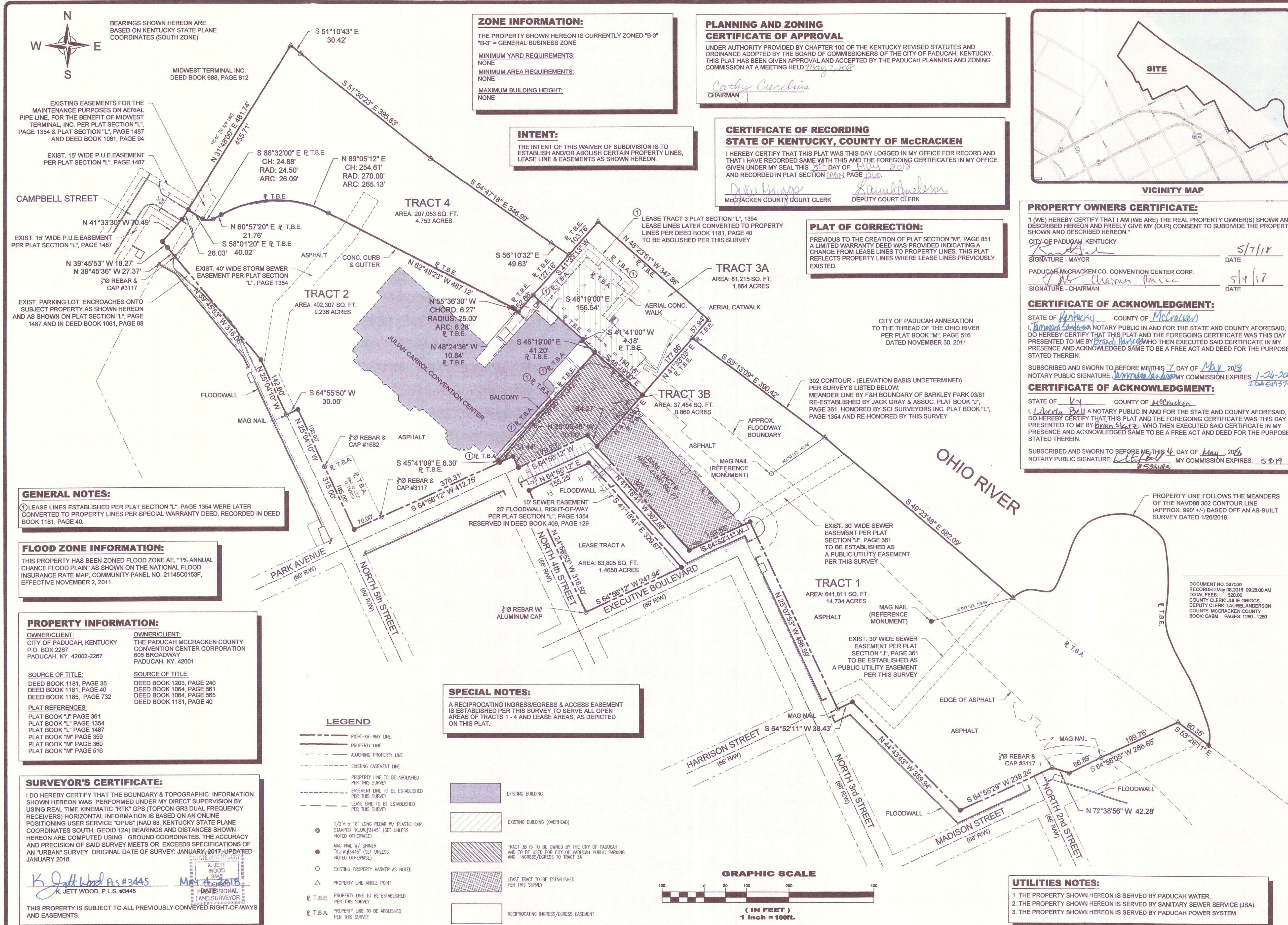
This document prepared by:

Denton Law Firm, PLLC

P. O. Box 969

Paducah, KY 42002-0969

214471.doc



ZONE INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "B-3" OR "M-1" AS SHOWN ON EACH PARCEL.

MINIMUM YARD REQUIREMENTS:

B-3 NONE
M-1 FRONT: 25 FEET, REAR: 25 FEET, SIDE: 10 FEET

MINIMUM AREA REQUIREMENTS:

B-3 NONE
M-1 LESS THAN 4,000 SQ. FT. BUILDING: 7,500 SQ. FT.
M-1 MORE THAN 4,000 SQ. FT. BUILDING: 15,500 SQ. FT.

MAXIMUM BUILDING HEIGHT:

B-3 AND M-1 NONE

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

CERTIFICATE OF RECORDING**STATE OF KENTUCKY, COUNTY OF MCCrackEN**

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

Julie Griggs Laurel Anderson
MCCrackEN COUNTY COURT CLERK DEPUTY COURT CLERK

PROPERTY OWNERS CERTIFICATE:

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

SIGNATURE Chris Baugus VP/CEO DATE 5/4/18
JIM SMITH CONTRACTING COMPANY, LLC

SIGNATURE - CHAIRMAN Chris Baugus DATE 5/4/18
PADUCAH-MCCrackEN CO. CONVENTION CENTER CORP.

CERTIFICATE OF ACKNOWLEDGMENT:

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4th DAY OF May, 2018.
NOTARY PUBLIC SIGNATURE: Dorell Sharp MY COMMISSION EXPIRES: May 28, 2021

CERTIFICATE OF ACKNOWLEDGMENT:

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4th DAY OF May, 2018.
NOTARY PUBLIC SIGNATURE: Larry Bell MY COMMISSION EXPIRES: 5-24-23

**PLANNING AND ZONING
CERTIFICATE OF APPROVAL**

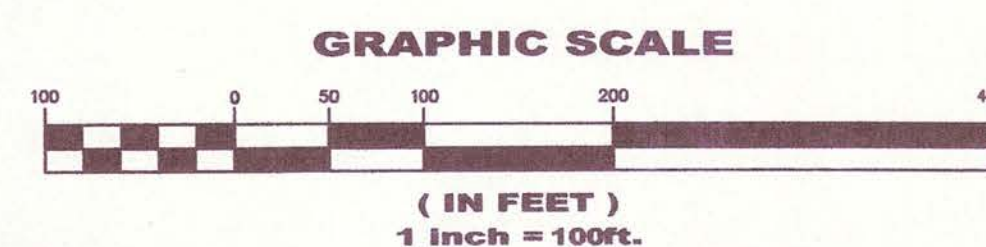
UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES AND ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED BY THE PADUCAH PLANNING AND ZONING COMMISSION AT A MEETING HELD May 2, 2018

Cathy Crocenas
CHAIRMAN

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

LEGEND

- RIGHT-OF-WAY LINE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EXISTING EASEMENT LINE
- 1/2" x 15" LONG REBAR W/ PLASTIC CAP STAMPED "KJW#3445" (SET UNLESS NOTED OTHERWISE)
- MAG NAIL W/ SHIRNER "KJW#3445" (SET UNLESS NOTED OTHERWISE)
- EXISTING PROPERTY MARKER AS NOTED
- △ PROPERTY LINE ANGLE POINT
- ⊗ "X" CUT IN CONCRETE
- EXISTING BUILDING
- EXISTING BUILDING (OVERHEAD)
- R T.B.E. PROPERTY LINE TO BE ESTABLISHED PER THIS SURVEY
- R T.B.A. PROPERTY LINE TO BE ABOLISHED PER THIS SURVEY

**UTILITIES NOTES:**

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

**VICINITY MAP****SPECIAL NOTE:**

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

INTENT:

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

FLOOD ZONE INFORMATION:

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

PROPERTY INFORMATION:

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

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

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

PLAT REFERENCES:
PLAT BOOK "M" PAGE 851

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

SOURCE OF TITLE:
DEED BOOK 1168, PAGE 27

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

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150 AND THAT THE BOUNDARY & TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TOPCON GR3 DUAL FREQUENCY RECEIVERS) HORIZONTAL INFORMATION IS BASED ON AN ONLINE POSITIONING USER SERVICE "OPUS" (NAD 83, KENTUCKY STATE PLANE COORDINATES SINGLE, GEOID 12B) BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED USING GROUND COORDINATES, THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY. DATE OF SURVEY: JUNE 14, 2017

K. Jett Wood PLS #3445
K. JETT WOOD, P.L.S. #3445

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

PROJECT NO.: 17179 DATE: MARCH 2018
DRAWN BY: A. GARCUS CHECKED BY: J. WOOD

REV.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

505 SOUTH 1ST STREET
PADUCAH, KY 42001
PHONE: 270.443.9863
FAX: 270.443.9860
MOBILE: 270.512.7500

LEG. EXPIRATION DATE: 12/31/2021
K. JETT WOOD, P.L.S. #3445

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

SHEET**SV-1**