



**CITY COMMISSION MEETING
AGENDA FOR APRIL 28, 2026
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION Mental Health Awareness Month - Ashley Walters, Mercy Health - Behavioral Operations Manager

ADDITIONS/DELETIONS

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for April 14, 2026, Board of Commissioners Meeting
	B.	Reappointment of Shirley Walker to Forest Hills Village, Inc. to serve for a term expiring on May 6, 2028.
	C.	Reappointment of Edward Box to the Civil Service Commission.
	D.	Personnel Actions
	E.	Approve Contract with Municipal & Contractors Sealing Products for the Pump Station 5 Pipe Lining Project in the Amount of \$51,000.00 - G. GUEBERT
	F.	Approve Change Order #2 with Jim Smith Contracting for Additional Scope of Work for the Paducah Riverfront Infrastructure Improvements Project (BUILD project) for \$41,974.00 - G. GUEBERT
	G.	Approve contract with Cherry Bekaert LLP to provide audit services for fiscal year ending June 30, 2026 in the amount of \$75,000 - A. KYLE

		H.	Approve Contract Modification No. 6 with A&K Construction for the Paducah Sports Park - A. CLARK
		I.	Authorize the City Manager to release a Request for Bids for playground equipment and surfacing at Kolb Park - A. CLARK
		J.	Authorize the City Manager to release a Request for Bids for shade canopies for the Noble Park Pool and Tennis Courts - A. CLARK
		K.	Authorize the Application and Acceptance of a Kentucky Fire Commission Training Facility Grant in an Amount to Not Exceed \$50,000 - S. KYLE
		L.	Authorize \$51,076.00 expenditure with Mobile Communications of America for purchase and installation of software - S. KYLE
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve an Agreement with Hamilton Place Properties for Phase 1 of the construction of Meharry Medical College in Paducah - C. GAULT
		B.	Authorize a Contract with Ray Black & Son for Capital Improvements to the Hotel Metropolitan and Purple Room in the Amount of \$499,028 - H. REASONS
		C.	Authorize a contract with Delve Health Consulting for Organizational Health and Culture Management - S. KYLE
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Consensual annexation of 224 Berger Road - J. FOWLER-SOMMER
	IV.	<u>DISCUSSION</u>	
		A.	Budget Discussion - A. KYLE
		B.	Mental Health Awareness Month - P. SPENCER & S. WILCOX
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

April 14, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, April 14, 2026, at 5:00 p.m. in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Sandra Wilson presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, and Mayor Pro Tem Wilson (4). Mayor Bray was unable to attend the meeting.

INVOCATION

Commissioner Thomas led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Wilson led the pledge.

PROCLAMATION

On behalf of Mayor Bray, Mayor Pro Tem Wilson, presented a Proclamation declaring April 24, 2026, Arbor Day, to Chairperson Johnathan Perkins and Board members Bonnie Koblitz and Jinny McCormick.

NEW EMPLOYEE INTRODUCTIONS

Assistant Parks and Recreation Director Taylor Morsching and Assistant Parks Director Greg Shelton presented Parks and Recreation new employee Destiny Coleman (Dalton) and Cole Royal.

SWEARING IN OF NEW POLICE OFFICERS

Chief Brian Laird presented police officers Jason Montgomery, Kraig Campbell and Davin Perkins and Judge Tony Kitchen administered the oath.

PUBLIC COMMENTS:

Parker Jaco presented the Commission with an update on the fundraising efforts to help alleviate medical debt in McCracken County. To date over \$5,000 has been raised.

CONSENT AGENDA

Mayor Pro Tem Wilson asked if the Board wanted any items on the Consent Agenda removed for separate consideration. No items were removed. Mayor Pro Tem Wilson asked the City Clerk to read the item on the Consent Agenda.

I(A)	Approve Minutes for the March 24, 2026, Board of Commissioners Meeting
I(B)	Receive and File Documents: <i>Deed File:</i> 1. Deed of Conveyance – Midway Management, LLC to City of Paducah – 3047 Jackson Street – MO #3145

April 14, 2026

	<u>Contract File:</u> 1. Contract For Services – Paducah Convention & Visitors Bureau – Quilt Show 2026 - \$25,000 – signed by Daron Jordan – City Manager 2. Agreement To Provide Local Match for Metropolitan Transportation Planning – City of Paducah and Purchase Area Development District – MO #2885 3. Declaration of Covenants, Conditions and Restrictions. Kentucky Cabinet For Economic Development, City of Paducah, Paducah McCracken County Industrial Development Authority – MO #3073 (See also MO #3088) Grant Agreement - Kentucky Cabinet For Economic Development, City of Paducah, Paducah McCracken County Industrial Development Authority – MO #3073 (See also MO #3088) 4. Proposal For Surveying and Geotechnical Services – IDA Spec Building – MO #3073/MO #3088 5. Closing Documents – property located at 3047 Jackson Street – MO #3145 6. Funding Agreement – Paducah Interfaith Ministry Incorporated (PCM) – MO #3163 7. Subrecipient Agreement between City of Paducah and Columbia Art House – MO #3174 8. Subrecipient Agreement between City of Paducah and PEM Enterprises, Inc. – MO #3174 9. Development Agreement – City of Paducah and Westwood Development, LLC – 1501 Broadway (Katterjohn Property) – MO #3211 10. Contract for Services with Deloitte – MO #3214 11. Contract For Services – Tetra Tech – Brownfield Assessment Grant – MO #3218 12. Employment Agreement – Jason Montgomery – MO #3221 13. Franchise Agreement – Lumos Fiber of Kentucky, LLC – ORD 2026-03-8871 14. Agreement between City of Paducah and The American Federation of State, County, and Municipal Employees, AFL-CIO – Local 1586 – ORD 2026-03-8874 15. Agreement Between City of Paducah and The Paducah Police Department Bargaining Unit – ORD 2026-03-8875 <u>Financials:</u> 1. Paducah Water Works – Month Ended February 28, 2026
I (C)	Reappointment of John Spurlin to the Code Enforcement Board. Said term shall expire April 25, 2029.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE CITY OF MARION, KENTUCKY TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #3222; BK 14)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES FOR A LAW ENFORCEMENT MOBILE SITE LICENSE IN THE AMOUNT OF \$45,012 (MO #3223; BK 14)
I(G)	A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION TO OBTAIN AN FY2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$11,649, TO BE USED BY THE PADUCAH POLICE DEPARTMENT TO PURCHASE THREE THERMAL MONOCULARS, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3224; BK 14)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2026 KENTUCKY LEAGUE OF CITIES SAFETY GRANT IN THE AMOUNT OF

April 14, 2026

	\$2,500 TOWARD REIMBURSEMENT FOR PERSONAL PROTECTIVE EQUIPMENT, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3225; BK 14)
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Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Pro Tem Wilson (4).

DISCUSSION ITEMS:

Communications Manager Pam Spencer provided the following summary:

Riverfront Infrastructure Improvement Project (BUILD Grant) Update

City Engineer Greg Guebert provided an update on the Paducah Riverfront Infrastructure Improvement Project, also known as the BUILD Grant project. Crews began mobilizing in November 2024 with completion and a grand opening planned for this September. The commons area near the transient dock is expected to be completed in July.

The project includes a riverboat excursion pier, transportation enhancements that include bus shelters near the National Quilt Museum and Walker Hall and a reconfigured entrance for the Convention Center. It also features improvements along the river side of the floodwall between the Paducah-McCracken County Convention & Expo Center and Broadway. Earlier this year, the two concrete foundations, remnants of a former conveyor system to offload materials from barges, were removed to enhance the riverfront views.

Guebert shared images showing the project's progress (see concept drawings and construction images below). In recent months, crews have installed support pilings and are now placing the pier's decking, which consists of large pre-cast concrete panels. Work also is underway in the park area between the transient dock and the floodwall. Features for this area include terrace seating, concrete pavers, green space, and a decorative compass rose through the Harrison Street floodwall opening.

Background - In 2019, the City received notification that it would be receiving a \$10.4 million Better Utilizing Investments to Leverage Development (BUILD) Grant administered through the Maritime Administration (MARAD) to improve the riverfront. In June 2024, the City accepted a \$3.5 million appropriation for the project outlined in House Bill 1 as approved during Kentucky's legislative session. The City has an approximately \$20.6 million construction contract with Jim Smith Contracting.

Household Bulk Item Collection Pilot Program Update

April 14, 2026

Public Works Director Chris Yarber provided an overview of March's Household Bulk Item Collection Pilot Program. Residents were provided with a no-cost opportunity to dispose of up to three large household items during their scheduled garbage collection week. Eligible residents could place items—such as furniture, mattresses, or appliances—at the curb by Sunday evening before their assigned week.

In reviewing participation, Public Works crews made 900 stops in March (approximately ten percent of the city's households), collecting 61.65 tons of bulk items. The effort required 274 equipment hours, including use of the knuckle boom, as well as 375 staff hours.

Yarber said the program appeared successful from the Public Works perspective; however, public feedback will be crucial in determining its future.

To gather additional input, a survey is available through May 3 at:
<https://www.surveymonkey.com/r/bulk-items>.

Budget Discussion

Over the next several City Commission meetings, the Paducah Finance Department will provide updates on the preparation of the Fiscal Year 2026–2027 budget, which will take effect July 1, 2026.

At this meeting, Finance Director Audra Kyle presented an overview of anticipated General Fund expenses. The General Fund is the City's primary operating fund. Kyle began by reviewing the current fiscal year's General Fund expenses, which total more than \$51 million. Approximately 68 percent of that amount is allocated to personnel costs.

Using current fiscal year expenses to project the upcoming budget, Kyle noted several pressures, including rising personnel costs—expected to increase by \$2.2 million due to wage and health insurance increases—as well as inflation, higher contractual costs (particularly insurance), capital and infrastructure needs, and limited revenue flexibility.

As the Finance Department continues to work with individual departments, the City Manager's Office, and elected officials, the focus will be on addressing these budgetary challenges while maintaining strong core services and fiscal responsibility.

The Fiscal Year 2026–2027 budget is scheduled to be introduced at the May 26 City Commission meeting, with adoption in June.

CITY MANAGER COMMENTS

Asked City Clerk Parish to provide a summary regarding the KMCA Conference. Clerk Parish

April 14, 2026

stated that Paducah is hosting the Kentucky Municipal Clerks Association Spring Conference this year. They are celebrating 50 years of service to Kentucky communities. Both Stephanie Millay and Palmer Stroup are presenters at the conference. We have encouraged attending clerks to explore Paducah's downtown.

MAYOR PRO TEM COMMENTS:

- Quilt Show begins next week.
- Commented that the flowers downtown look great
- Paducah Garden Club Flower Show will be held in City Hall on Wednesday and Thursday (April 15-16).
- There is Quilt exhibit featuring local quilts in City Hall through May 1.

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Pro Tem Wilson (4).

MEETING ADJOURNED: 6:00 p.m.

ADOPTED: April 28, 2026

Sandra Wilson, Mayor Pro Tem

ATTEST:

Lindsay Parish, City Clerk

CITY OF PADUCAH
April 28, 2026

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



City Manager's Office Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
April 28, 2026**

NEW HIRES - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Cutair, Gabriel H.	Police Officer	\$28.24/hr	NCS	Non-Ex	April 30, 2026

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Crouse, Rebecca K.	Lifeguard	\$12.50/hr	NCS	Non-Ex	May 14, 2026
Murphy, Colin Tate	Pool Attendant	\$11.50/hr	NCS	Non-Ex	May 14, 2026
Stevens, Kyla E.	Pool Attendant	\$11.50/hr	NCS	Non-Ex	May 14, 2026
Williams, Urijah Braden-Montrell	Pool Attendant	\$11.50/hr	NCS	Non-Ex	May 14, 2026

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-TIME)

<u>PARKS & RECREATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bidwell, Elliott G.	Lifeguard \$12.50/hr	Lifeguard \$13.00/hr	NCS	Non-Ex	May 14, 2026
Burns, Harley R.	Lifeguard \$12.50/hr	Lifeguard \$13.00/hr	NCS	Non-Ex	May 14, 2026
Clark, Mason L.	Recreation Leader \$14.00/hr	Head Lifeguard \$13.50/hr	NCS	Non-Ex	May 14, 2026
Durfee, Theo H.	Lifeguard \$12.50/hr	Lifeguard \$13.00/hr	NCS	Non-Ex	May 14, 2026
Evitts, Layla J.	Lifeguard \$12.50/hr	Lifeguard \$13.00/hr	NCS	Non-Ex	May 14, 2026
Fletcher, Abigail E.	Lifeguard \$12.50/hr	Lifeguard \$13.00/hr	NCS	Non-Ex	May 14, 2026
Gardner, Joanna G.	Recreation Leader \$14.00/hr	Head Lifeguard \$13.50/hr	NCS	Non-Ex	May 14, 2026
Greer, Hailey V.	Recreation Leader \$14.00/hr	Rec Leader - Camp Coordinator \$15.00/hr	NCS	Non-Ex	May 14, 2026
Hill, Sarah M.	Lifeguard \$12.50/hr	Lifeguard \$13.00/hr	NCS	Non-Ex	May 14, 2026
Hunter, Caleb	Pool Attendant \$11.50/hr	Pool Attendant \$12.00/hr	NCS	Non-Ex	May 14, 2026
McClellan, Kaytlynn	Rec Leader - Camp Counselor \$13.00/hr	Lifeguard \$13.00/hr	NCS	Non-Ex	May 14, 2026
McPike, Chance T.	Recreation Leader \$12.50/hr	Sports Official \$20.00/game	NCS	Non-Ex	May 14, 2026
Peck, Madeline G.	Rec Leader - Camp Coordinator \$15.00/hr	Rec Leader - Event Staff \$14.00/hr	NCS	Non-Ex	May 14, 2026
Shaw, Christopher	Rec Leader - Camp Counselor \$12.50/hr	Rec Leader - Camp Counselor \$13.00/hr	NCS	Non-Ex	May 14, 2026
Smith, Keely N.	Rec Leader - Camp Coordinator \$15.00/hr	Assistant Pool Manager \$14.00/hr	NCS	Non-Ex	May 14, 2026
Stubble, Alexa M.	Rec Leader - Camp Counselor \$13.00/hr	Rec Leader - Athletics \$14.00/hr	NCS	Non-Ex	May 14, 2026

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)

<u>E911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bugg, Gregory Patrick	Assistant Manager \$38.13/hr	TAC \$29.66/hr	NCS	Non-Ex	April 30, 2026
<u>PARKS & RECREATION</u>					
Herzog, Jeffrey G.	Park Ranger \$14.00/hr	Parks Maintenance Laborer \$18.12/hr	NCS	Non-Ex	April 30, 2026
Stepter, Drake	Recreation Specialist \$23.14/hr	Recreation Specialist \$23.37/hr	NCS	Non-Ex	April 16, 2026
<u>PUBLIC WORKS</u>					
Breeden, Allen	ROW Maintenance \$26.29/hr	Street Supervisor \$28.92/hr	NCS	Ex	April 30, 2026

Simmons, Marcey	Administrative Assistant \$23.03/hr	Senior Administrative Assistant \$25.33/hr	NCS	Non-Ex	April 30, 2026
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TECHNOLOGY

Benjamin, John	Software Specialist \$35.00/hr	Software Specialist \$35.70/hr	NCS	Ex	December 25, 2025
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TERMINATIONS - PART-TIME (P/T)

PARKS & RECREATION

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Mayolo, Bonnie	Rec Leader - Class Instructor	Resignation	April 22, 2026
Rumfelt, Stephanie B.	Rec Leader - Class Instructor	Resignation	April 22, 2026

TERMINATIONS - FULL-TIME (F/T)

E911

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Fauver, Coby G.	Telecommunicator	Resignation	April 28, 2026

ENGINEERING

Lee, Justin T.	Floodwall Operator	Resignation	April 22, 2026
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PUBLIC WORKS

Evans, Brandon S.	Solid Waste Truck Driver	Resignation	April 24, 2026
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Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Approve Contract with Municipal & Contractors Sealing Products for the Pump Station 5 Pipe Lining Project in the Amount of \$51,000.00 - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Melanie Townsend, Keith Riley
Presentation By: Greg Guebert

Background Information: On April 3, 2026, the Engineering Department opened sealed proposals for the Pump Station #5 pipe lining project as approved by Municipal Order #3206 approved by the Paducah Board of Commissioners on March 10, 2026.

Two proposals were received.

1. Municipal & Contractors Sealing Products (MPSC): \$51,000.00
2. Temple & Temple Excavating & Paving: \$55,800.00

The lowest responsive proposal is MPSC.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: FY27 Floodwall Repairs

Account Number: FW0021

Staff Recommendation: Authorize the Mayor to sign an Agreement for Services with Municipal & Contractors Sealing Products for the Pump Station #5 Pipe Lining Project in the amount of \$51,000.00.

Attachments:

1. MO - contract- Municipal & Contractors Sealing Products - Pump Station #5 Lining Project
2. MO 3206_RFP approval
3. Pipe Lining_legal ad_3.19.2026
4. Request for Proposal-pipe repair
5. RFP_PS5_PipeLining_Addendum1
6. RFP_PS5_PipeLining_Addendum2
7. MCSP_PS5_Proposal
8. Temple&Temple_PS5_Proposal
9. PS5_Pipe-Linig_Bid Tab
10. MCSP Signed Proposal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A CONTRACT WITH MUNICIPAL & CONTRACTORS SEALING PRODUCTS IN THE AMOUNT OF \$51,000 FOR THE PUMP STATION 5 PIPE LINING PROJECT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS RELATED TO SAME

WHEREAS, on April 3, 2026, the Engineering Department opened sealed proposals for the Pump Station #5 pipelining project as approved by the Board of Commissioners on March 10, 2026, by Municipal Order 3206; and

WHEREAS, two (2) proposals were received and the lowest responsive proposal was Municipal & Contractors Sealing Products in the amount of \$51,000.

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

SECTION 1. That the Board of Commissioners approves the contract with Municipal & Contractors Sealing Products, in the amount of \$51,000, and hereby authorizes the Mayor to execute all documents related to same.

SECTION 2. This expenditure shall be paid from the FY27 Floodwall Repair Account Number FW0021.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
MO\contract- Municipal & Contractors Sealing Products – Pump Station #5 Lining Project

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Approve Change Order #2 with Jim Smith Contracting for Additional Scope of Work for the Paducah Riverfront Infrastructure Improvements Project (BUILD project) for \$41,974.00 - **G. GUEBERT**

Category: Municipal Order

Staff Work
By: Melanie
Townsend
Presentation
By: Greg Guebert

Background Information: Background Information: After competitive negotiation and value engineering, the City of Paducah entered into a construction contract with Jim Smith Contracting for the Paducah Riverfront Infrastructure Improvements Project for \$20,413,644.86 as approved by Municipal Order #2985 on November 21, 2024.

Change order #1 was approved by Municipal Order #3172 on January 14, 2026, and increased the contract by \$273,093.03 to include additional electrical scope, bringing the contract price to \$20,686,737.90.

During the design and construction of the railing for the excursion pier, a design change to add brackets to the landside railings was proposed. This change was determined to improve the functionality and reduce maintenance for the railing and the pier. The work totals are as follows:

Proposed Scope	Cost
Revised Guardrail Brackets	\$39,975.24
JSC- 5% Overhead	\$ 1,998.76
TOTAL CO #2 AMOUNT	\$41,974.00

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: BUILD grant

Account Number: DT0050

Staff Recommendation: Authorize the Mayor to sign Change Order #2 to the Paducah Riverfront Infrastructure Improvement Project contract with Jim Smith Contracting for \$41,974.00. Approval of this change order will increase the contract amount from \$20,686,737.89 to \$20,728,711.89.

Attachments:

1. MO - Change Order #2 - Jim Smith Contracting – BUILD Grant Project
2. JSC_CO#2_4.28.26
3. JSC_CO#1_MO#3172
4. JSC Agreement_BUILD signed

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING CHANGE ORDER #2 WITH JIM SMITH CONTRACTING FOR ADDITIONAL SCOPE OF WORK FOR THE = PADUCAH RIVERFRONT INFRASTRUCTURE IMPROVEMENT PROJECT (BUILD) FOR \$41,974, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City entered into a construction contract for the Paducah Riverfront Infrastructure Improvements Project in the amount of \$20,413,644.86, as approved by Municipal Order No. 2985 on November 21, 2024; and

WHEREAS, Change Order #1 was approved by Municipal Order #3172 on January 14, 2026, and increased the contract by \$273,093.03 to include electrical scope, bringing the contract price to \$20,686,737.90; and

WHEREAS, during the design and construction of the railing for the excursion pier, a design change to add brackets to the landside railings was proposed. This change was determined to improve the functionality and reduce maintenance for the railing and the pier. The work totals are as follows:

Proposed Scope	Cost
Revised guardrail brackets	\$39,975.24
JSC – 5% Overhead	<u>\$ 1,998.76</u>
Total Change Order #2 Amount	\$41,974.00

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

SECTION 1. The Board of Commissioners approves Change Order #2 to the Paducah Riverfront Infrastructure Improvement Project contract with Jim Smith Contracting Co., LLC in the amount of \$41,974, bringing the total contract price to \$20,728,711.90, and authorizes the Mayor to execute any documents related to same.

SECTION 2. The cost shall be paid from the BUILD Grant, Project Account Number DT0050.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
mo\Change Order #2 - Jim Smith Contracting – BUILD Grant Project

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Approve contract with Cherry Bekaert LLP to provide audit services for fiscal year ending June 30, 2026 in the amount of \$75,000 - **A. KYLE**

Category: Municipal Order

Staff Work By: Lauren
Delaney, Audra Kyle
Presentation By: Audra
Kyle

Background Information: The City engages an independent certified public accounting firm annually to perform the external audit of the financial statements. Cherry Bekaert LLP has provided a proposal to conduct the audit for fiscal year ending June 30, 2026. The firm has extensive experience providing governmental audit services and meets all professional independence and qualification requirements.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Audit

Account Number: 520020

Staff Recommendation: Authorize the Mayor to sign a contract with Cherry Bekaert LLP for audit services for fiscal year ending June 30, 2026 in the amount of \$75,000.00.

Attachments:

1. MO - contract- Cherry Bekaert LLP - audit services 2026
2. Cherry Bekaert FY 2026 Audit Proposal for City of Paducah

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A CONTRACT WITH CHERRY BEKAERT LLP IN THE AMOUNT OF \$75,000 TO PROVIDE AUDIT SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2026, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City engages an independent certified public accounting firm annually to perform the external audit of the financial statements; and

WHEREAS, Cherry Bekaert LLP has provided a proposal to conduct the audit for the fiscal year ending June 30, 2026; and

WHEREAS, the firm has extensive experience providing governmental audit services and meets all professional independence and qualification requirements.

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

SECTION 1. That the Board of Commissioners approves the contract with Cherry Bekaert LLP in the amount of \$75,000, for audit services for fiscal year ending June 30, 2026, and hereby authorizes the Mayor to execute all documents related to same.

SECTION 2. This expenditure shall be paid from the Audit Account Number 520020.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
MO\contract- Cherry Bekaert LLP – audit services 2026



PROPOSAL FOR AUDIT SERVICES

City of Paducah, Kentucky

Lee Ann Watters

Director, Cherry Bekaert LLP

Director, Cherry Bekaert Advisory LLC

P: 502.783.2528

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Contents

Cover Letter	1
About Cherry Bekaert.....	3
Relevant Experience	5
Serving the Public Sector	5
Kentucky Government Audit Experience	7
Other Representative Clients	8
References	9
Engagement Team	10
Audit Approach	16
Cost Proposal.....	24

Cover Letter

April 15, 2026

Audra Kyle, Finance Director
City of Paducah, Kentucky
City Hall, 1st Floor
300 South 5th Street
Paducah, Kentucky 42001

Dear Audra:

Cherry Bekaert LLP (Cherry Bekaert or the Firm) thanks you for the opportunity to submit our proposal to serve the City of Paducah, Kentucky (“the City”). It would be our pleasure to provide high-quality audit service to the City; as one of the largest government audit firms in the country and the Commonwealth, we bring a deep understanding of your needs through service to many of your peers. With extensive knowledge of the methods and techniques applicable to government accounting, we bring a deep understanding of the City needs through service to nearly 240 governmental audit clients nationwide. Our service to the public sector means that many of our auditors and consultants serve multiple public sector clients. With Cherry Bekaert, the City will benefit from:

- ▶ Expertise and operational knowledge gained by serving numerous government entities in the Commonwealth of Kentucky.
- ▶ Technology solutions and process adaptations that facilitate collaboration, increase efficiency, and improve the precision of our substantive audit procedures.
- ▶ The scalability and capabilities of a large firm paired with an extensive Kentucky presence and commitment to service.

Commitment to the City of Paducah

We are committed to developing a trusted, mutually beneficial relationship with the City. By selecting Cherry Bekaert, you will receive committed support from a Firm who invests the time to understand you and deliver value added audit and attestation services. We are committed to being a trusted advisor and your “go to” for questions and concerns as they arise.

Our client base and references demonstrate our long history of service and timeliness in meeting or exceeding client expectations. We regularly help our public sector clients:

- ▶ **Implement new Governmental Accounting Standards Board (GASB) Statements** and maintain compliance with new/changing guidance.
- ▶ Ensure **on-time and compliant report completion** by incorporating robust pre-planning, significant interim work, technology solutions and proven government auditing procedures, making our audit process **efficient and easy-to-navigate**.
- ▶ **Assess regulatory changes through year-round discussion**, offering expertise and sharing lessons learned through compelling thought leadership and custom Continuing Professional Education (CPE) offerings, such as our Annual Government Seminar.
- ▶ **Improve efficiency** through comprehensive service plans, flexible auditing strategies, integrated IT/technology specialists and direct access/knowledge of your financial reporting and billing systems.
- ▶ **Meet Government Finance Officers Association (GFOA) certificate program award criteria** through high-quality Annual Comprehensive Financial Reports.

Depth of Local & Industry Resources You Deserve

The City will have access to all of the resources of one of the largest CPA firms in the United States, while being served by a hand-picked team of professionals who focus on serving similar entities. Our team offers the City an unmatched depth of practical knowledge in the effective application of current standards. This includes the GASB, U.S. General Accounting Office's *Government Auditing Standards*, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Our audit programs and processes are tailored specifically to your needs, streamlined through years of experience with similar organizations. Our approach is highly automated and focused on proper planning. And in addition to traditional audit and compliance services, we provide bond offerings, performance audits, agreed-upon procedures, internal control reviews, information technology reviews, cyber security reviews and strategic management services. With extensive experience serving cities, counties, authorities, utilities, and state agencies across the country, we offer a critical mass of government experienced auditors and advisors and our Client Promise to build a mutually-beneficial relationship.

Simply put, we are ready to start day one and provide the City a trusted look at its external audit and business issues. We strongly believe that only Cherry Bekaert brings the capacity, capability, commitment and experience to provide top-tier audit services, without interrupting the City's daily operations or increasing costs.

Conclusion

This proposal provides detail about our approach and the team committed to serve you, but more importantly, it illustrates the unique ways in which the City will benefit from working with Cherry Bekaert. With your engagement team trained on the many facets of governmental accounting, paired with the deep bench strength of dedicated industry resources, we trust you will still find Cherry Bekaert is your guide forward.

Thank you again for this opportunity. If you have questions about this proposal or require additional information, please feel free to contact me directly as an authorized representative of the Firm.

Sincerely,



Lee Ann Watters

Director, Cherry Bekaert LLP

Director, Cherry Bekaert Advisory LLC

P: 502.783.2528

E: leeann.watters@cbh.com

About Cherry Bekaert

Ranked among the largest assurance, tax and advisory firms in the U.S., Cherry Bekaert provides guidance and support that helps our clients move forward to reach their organizational goals. “Cherry Bekaert” is the brand name under which Cherry Bekaert LLP and Cherry Bekaert Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. Cherry Bekaert Advisory LLC is not a licensed CPA firm. Cherry Bekaert LLP is a licensed CPA firm that provides attest services, and Cherry Bekaert Advisory LLC and its subsidiary entities provide business advisory and non-attest services spanning the areas of transaction advisory, risk and accounting advisory, digital solutions, cybersecurity and tax. We exercise a deliberate curiosity to know our clients’ industries and work collaboratively to create shared success. For more details, visit cbh.com/disclosure.

For more than 75 years, clients have relied on Cherry Bekaert to guide them forward. We provide digitally-driven, industry-aligned advisory, assurance and tax services, leveraging practical knowledge and proven experience to help clients meet their financial, operational, regulatory and strategic goals and objectives. With multidisciplinary industry practices, Cherry Bekaert offers the full range of accounting and advisory services you would expect from a Big 4 firm, tailored to privately- or publicly-held middle-market companies, Not-for-Profits and local, state and quasi-governmental organizations. **Clients choose us because we understand their unique challenges and growth opportunities, and afford them with the depth of knowledge, resources, experience and dedication to service they need.**



Headquartered in Raleigh, North Carolina, Cherry Bekaert serves clients across industries in all 50 U.S. states and internationally. With more than 3,000 associates and 55+ offices nationally, we have the depth of experience and specialized talent to address any financial situation and offer the highest caliber of personal attention, responsiveness and accessibility that our clients expect and deserve. Our experienced professionals know how to apply the best practices of accounting and business to the City and can offer guidance through rapid growth and times of accelerated change.

Let us be ***Your Guide Forward*** by delivering on our commitments to superior client service through:



**Attention to Detail and
Quality**

Outstanding service qualifications amplified by our commitment to prioritize your business and provide practical and timely support



**Efficient, Business-
Practical Guidance**

High levels of senior level involvement, continuity of service professionals and industry-focused consultation on a year-round basis



**Value-Driven
Relationships**

Streamlined, focused attention on your strategic, operational and financial objectives

Relevant Experience

Serving the Public Sector

Government and public sector organizations are in an environment of accelerated change and greater expectations from the constituents they serve. From fluctuating budgets, new program demands, increasingly complex compliance restrictions, political uncertainty, economic changes, and the public need for greater access to services, we understand the distinct challenges state and local governments face.

Cherry Bekaert's Government & Public Sector (GPS) team has a deep understanding of the complex challenges state and local governments face, and we focus on the areas of highest need to help improve the transparency, efficiency and effectiveness government. With extensive knowledge of the methods and techniques applicable to government auditing, we are one of the largest providers in the state and local audit and accounting space, serving clients around the nation; **we provide targeted, risk-based, effective government auditing and assurance services to 240 municipalities, counties, public authorities/boards, school districts, and state agencies, ranging in size from \$2 million to \$9 billion.** Using a digital approach with data-driven practices, we increase audit efficiency and enable government managers and leaders to better focus on delivering results to constituents. The experience gained through service to such a wide breadth and depth of public sector organizations provides us with invaluable insight into the issues and stresses impacting the City.

In the current environment, it is critical to have the right government accountant providing the proper technical guidance, reducing the demands on government staff and allowing entities to focus on their constituents. Many Cherry Bekaert team members have worked in government, helping us to better understand what you are trying to achieve and the obstacles and opportunities that may exist within your organization. Our professionals have held key positions for the American Institute of Certified Public Accountants (AICPA) and state and local committees. They attend and teach at conferences hosted by the Government Finance Officer Association (GFOA), the Association for School Business Officials (ASBO), the Association of Government Accountants (AGA), the American Association of Airport Executives (AAAE) and the Airports Council International (ACI).

Addressing New Accounting, Reporting, Compliance, and Audit Requirements

Over the years, we have assisted our clients with GASB pronouncement implementation, providing research and advice to resolve many complex accounting issues, including:

- ▶ Updating and enhancing financial reporting, including the Management's Discussion and Analysis, budgetary comparison information and the proprietary fund statement of revenues, expenses, and changes in net position, under GASB 103, *Financial Reporting Model Improvements*
- ▶ Assisting with analysis of the accounting and reporting aspects of compensated absences (GASB 101)
- ▶ Assisting with analysis of the accounting and reporting aspects of subscription-based technology agreements (GASB 96)
- ▶ Assisting with analysis of the accounting and reporting aspects of public-public or public-private partnerships (GASB 94)
- ▶ Assisting with analysis of the accounting and reporting aspects of lease and SBITA accounting (GASB 87 and 96)
- ▶ Assisting with analysis of the reporting aspects of fiduciary activities (GASB 84)
- ▶ Assisting with analysis and implementation of the accounting and reporting aspects for pensions (GASB 67 and 68) and other postemployment benefits (GASB 74 and 75)
- ▶ Providing assistance interpreting the fair value measurement and disclosure requirements under GASB 72 and the guidance for certain external investments pools and participants under GASB 79

We typically meet with our clients during engagement planning and throughout fieldwork to discuss new pronouncements and issues surrounding implementation. We are very proactive in follow-up communication to derive appropriate solutions in the planning stages. Our knowledge of GASB requirements is complemented by our willingness to invest necessary time and resources, including appropriate consultation.

Cherry Bekaert also provided a professional from our government team to serve on a two-year GASB fellow program rotation, working with GASB on technical matters. As a GASB fellow, Scott Anderson, a Partner from our GPS audit practice, was on the forefront of evolving standards currently contemplated. Scott's involvement provides unique insights we can share with our clients. He finished his rotation and returned to the Firm in August 2022.

Your engagement team offers an unmatched depth of knowledge in current GASB requirements, as well as future reporting standards such as:

- ▶ GASB #103 - Financial Reporting Model Improvements
- ▶ GASB #104 - Disclosure of Certain Capital Assets
- ▶ GASB #105 - Subsequent Events

New standards can have a significant impact on your organization's reporting, so we offer assistance in many areas, including:

- ▶ General diagnostic discussion with management
- ▶ Consultation and interpretive guidance, including GASB interpretations
- ▶ Checklists and other tools for compliance
- ▶ Assistance in identifying additional reports and data needed
- ▶ Review of your management's policies and practices applicable to specific pronouncements

Single Audits under Uniform Guidance

Our Firm has a rich heritage as a public accountant for grant-funded nonprofits and governmental entities, assessing organizations' compliance, expenditure and fiscal stewardship. Between 2020 and 2025 (YTD*), our assurance practice performed compliance audits over **nearly 9,000 major programs totaling \$24.8B in federal funding**, with significant experience in the following federal agencies' grant programs:

Federal Department / Program or Cluster (Major Programs Audited)	
▶ Department of Education (1,800+) / Student Financial Assistance (557) ▶ Department of Health and Human Services (1,700+) / Medicaid Cluster (252), Head Start Cluster (181) ▶ Department of Transportation (1,400+) / Federal Transit Cluster (665), Highway Planning and Construction Cluster (207) ▶ Department of Housing and Urban Development (900+) ▶ Department of Agriculture (650+)	▶ Department of the Treasury, COVID-19 Relief and Recovery Funding (900+) ▶ Department of Labor (320+) ▶ National Science Foundation (200+) ▶ Department of Homeland Security (190+) ▶ Department of Justice (100+) ▶ National Aeronautics and Space Administration (100+)

** Includes fiscal years up to and including September 30, 2025, and audit reports by firms acquired by Cherry Bekaert between 2023 and 2025.*

We often communicate with federal and state agencies during our planning process to ensure we have the most recent regulatory requirements and to ensure we are familiar with any communications or monitoring that have been conducted in association with our clients that may influence the extent and nature of our procedures. We will perform the required Single Audit procedures in accordance with the Uniform Guidance. For major programs, we will test the accounting and administrative internal control systems in place over your federal and state programs. We will also test all major programs for compliance with specific and general grant requirements.

Thought Leadership

The field of governmental accounting and financial management is dynamic for both you and your external auditors. Pronouncements from the following bodies all have significant impact on this sector:

- ▶ GASB (altering internal accounting and external reporting)
- ▶ AICPA (modifying audit standards and procedures)
- ▶ OMB (creating new compliance demands associated with the expenditure of Federal funds)

We consider the training of our professionals to be extremely important to best meet the evolving needs of our profession and provide the highest quality of service to our clients. Furthermore, we are dedicated to the continuing education of our clients and the greater Public Sector community. We offer webinars (<http://www.cbh.com/events/>) and seminars throughout the year, including the local chapters of the GFOA. It is this commitment to education and leadership of the public sector that has set us apart from other firms. Our professionals teach for the AICPA, GFOA and various other state and local government organizations.

Additionally, Cherry Bekaert's Government Services Blog (<http://www.cbh.com/industries/government/>) helps keep our governmental clients up to date on vital business and financial information.

Continuing Professional Education

We consider the training of our professionals to be extremely important to best meet the evolving needs of our profession and provide the highest quality of service to our clients. We believe that to consistently offer our clients the most current information, continuing education of our personnel is a mission-critical objective. It is the policy of Cherry Bekaert that all professional personnel:

- ▶ Comply with the continuing professional education requirements of the AICPA, the U.S. Securities and Exchange Commission Practice Section (SECPS) of the AICPA Division for Firms, the appropriate state boards of accountancy, the U.S. Government Accountability Office, Yellow Book requirements and other regulatory agencies as applicable
- ▶ Maintain an adequate awareness and understanding of current developments in technical literature
- ▶ Assist in the training and development of staff members under their supervision

We require that all client service professionals complete at least 20 hours of qualifying Continuing Professional Education (CPE) every year and at least 120 hours every three (3) years. In addition, all client service professionals who serve governmental entities are required to complete 80 hours of CPE every two (2) years with at least 24 hours in subjects that directly relate to government auditing and/or the government environment. CPE is obtained through various sources, including AICPA, national and state Government Finance Officers Association (GFOA) conferences, state society of Certified Public Accountant (CPA) industry conferences and webinars, other industry conferences and internally provided seminars and webinars.

All proposed service team members have more than 40 hours of relevant continuing education during each of the last two years, including the continuing education required by *Government Auditing Standards*.

Kentucky Government Audit Experience

Cherry Bekaert takes great pride in providing industry-leading assurance services to 240 public sector organizations. As a Firm, we expanded into the Commonwealth of Kentucky when we acquired [MCM CPAs & Advisors](#) (MCM) in August 2023, a large regional accounting and advisory firm with offices in Kentucky, Indiana and Ohio. The acquisition expanded Cherry Bekaert's reach and drove the continuation of the Firm's strategy to expand the scope of client relationships and deepen our role as a trusted advisor.

Following is a detailed list of **current and recent government audit clients in the Commonwealth**. Many of these clients generally require Single Audits and cities/counties typically include component units.

Agencies	
▶ Bluegrass State Skills Corporation ▶ Commonwealth Office of Technology ▶ Kentucky Court of Justice, Administrative Office of the Courts ▶ Kentucky Center for the Arts ▶ Kentucky Economic Development Finance Authority ▶ Kentucky Horse Racing and Gaming Corporation	▶ Kentucky Higher Education Assistance Authority/Kentucky Higher Education Student Loan Corporation ▶ Kentucky Judicial Retirement System ▶ Kentucky Teachers Retirement System ▶ Kentucky Lottery Corporation ▶ Kentucky State Fair Board
Authorities and Commissions	
▶ Bluegrass Airport ▶ Northern Kentucky Convention & Visitors Bureau ▶ Lexington Convention & Visitors Bureau ▶ Lexington Public Library ▶ Louisville and Jefferson County Visitors and Convention Commission ▶ Richmond Water, Gas & Sewerage Works	▶ United Tote Company (Wholly owned subsidiary of Churchill Downs Inc) ▶ Kentucky Employers' Mutual Insurance ▶ Kentucky Science Center ▶ Kentucky Association of Counties ▶ Northern Kentucky Convention Center
Counties, Cities and Towns	
▶ City of Bowling Green ▶ City of Danville ▶ City of Frankfort ▶ City of Jeffersontown ▶ City of Richmond	▶ City of Simpsonville ▶ City of Erlanger ▶ Daviess County Fiscal Court ▶ Boone County Fiscal Court

Other Representative Clients

Cities and Towns		
▶ City of Asheville, NC ▶ City of Bay Lake, FL ▶ City of Charlotte, NC ▶ City of Chesapeake, VA ▶ City of Clearwater, FL ▶ City of Durham, NC ▶ City of Greenville, NC ▶ City of Hampton, VA ▶ City of Harlem, GA ▶ City of High Point, NC ▶ City of Lake Buena Vista, FL ▶ City of Newport News, VA	▶ City of Palos Heights, IL ▶ City of Palos Hills, IL ▶ City of Pinellas Park, FL ▶ City of Raleigh, NC ▶ City of Reidsville, NC ▶ City of St. Petersburg, FL ▶ City of Suffolk, VA ▶ City of Vero Beach, FL ▶ City of Virginia Beach, VA ▶ City of Winston-Salem, NC ▶ Deerfield Township, OH	▶ Town of Apex, NC ▶ Town of Cary, NC ▶ Town of Fuquay-Varina, NC ▶ Town of Holly Springs, NC ▶ Town of Mooresville, NC ▶ Town of Morrisville, NC ▶ Town of Robersonville, NC ▶ Town of Rolesville, NC ▶ Town of Spring Lake, NC ▶ Town of Wake Forest, NC ▶ West Chester Township, OH

Counties		
▶ Brevard County, FL	▶ Cumberland County, NC	▶ Mecklenburg County, NC
▶ Charlotte County, FL	▶ Fairfax County, VA	▶ New Hanover County, NC
▶ Columbia County, GA	▶ Forsyth County, NC	▶ Orange County, FL
▶ County of Chesterfield, VA	▶ Guildford County, NC	▶ Randolph County, NC
▶ County of Henrico, VA	▶ Henderson County, NC	▶ Shelby County, TN
▶ County of Hillsborough, FL	▶ James City County, VA	▶ Union County, NC
▶ County of Prince William, VA	▶ Loudoun County, VA	

References

The best indicator of our ability to serve clients in a professional yet personalized manner is the outstanding reference provided by our clients. Provided are some of our references served by members of your engagement team. We can provide additional references if needed. We encourage you to call any of the individuals listed and ask them about our services and experience.

City of Richmond, KY

Sharon Cain, Finance Director

P: 859.623.1000

E: scain@richmondky.gov

Services: Audit of financial statements in accordance with Generally Accepted Auditing Standards and Government Auditing Standards. Single Audit in accordance with the audit requirements of Uniform Guidance. Assistance with booking pension and OPEB entries.

City of Jeffersontown, KY

Holly French, Director of Finance and Human Resources

P: 502.267.8333

E: holly@jeffersontownky.gov

Services: Audit of financial statements in accordance with Generally Accepted Auditing Standards and Government Auditing Standards. Single Audit in accordance with the audit requirements of Uniform Guidance. Assistance with booking pension and OPEB entries.

City of Simpsonville, KY

Steve Eden, City Administrator

P: 502.722.8110

E: steve.eden@simpsonvilleky.com

Services: Audit of financial statements in accordance with Generally Accepted Auditing Standards and Government Auditing Standards.

Engagement Team

Team Qualifications

The Cherry Bekaert team responsible for the City's account brings specialized knowledge in the unique accounting, auditing and compliance issues you face. Each engagement team is handpicked for alignment with the special needs and considerations of clients like the City. We commit to provide timely and helpful responses to time sensitive questions; your engagement team is available to you year-round. We ensure frequent and direct access to the partners, directors and managers who maintain responsibility for the engagement, employing a high ratio of partners and senior managers to staff. This allows the Firm to staff and supervise engagements with a higher level of experienced staff than most firms.

Commitment to Team Stability

We believe knowledge, efficiency and effectiveness are optimized over time in a client relationship. Therefore, we strive to maintain continuity in partners and key professionals from year to year. In the mentoring and developing our staff, we normally experience a progression of staff responsibility during the years of service on the engagement allowing their knowledge of the City to increase the efficiency of our team. For many of our tenured clients, we have professionals that began as staff accountants and progressed to serve as managers, senior managers and partners on that engagement. We will periodically introduce new staff to our clients as bringing fresh talent and insight to the engagement team provides new ideas, while maintaining team continuity, which creates efficiency and reduces the learning curve for new team members.

However, if we lose a key person, we will replace that person from the top rather than from the bottom. For example, if the senior needs to be replaced, the manager will step in to perform their role until a replacement has been assigned and has been brought up to speed on the City's engagement. We will keep you informed of all personnel changes and, consistent with auditing principles generally accepted in the U.S., seek your agreement before any changes are made to key personnel.

Account Management

The City deserves responsiveness, quick turnaround time, efficient management and the benefit of our professionals' experience applied and leveraged on your behalf. We use a "relationship partner" concept to maintain continuity of service over time and a proactive understanding of your business and service needs. Having a relationship partner means that one person is ultimately responsible for all aspects of all services provided to CLIENT. The relationship partner has the overall responsibility for coordinating all services and ensuring that CLIENT receives timely and innovative support and that your expectations are met or exceeded. The relationship partner can make decisions on the spot and call upon the resources of the Firm to meet the special needs of each client. **Lee Ann Watters** will serve as relationship partner for the City.

In addition to ensuring service quality and consistency, involvement of a relationship partner:

- ▶ Improves the effectiveness of the process and ensures compliance with our quality assurance system
- ▶ Integrates expertise and, through active participation and observations, allows us to identify opportunities to consult you on industry-related issues

The entire engagement team that serves the City will work together to share information, documents and what we all know about your business and service needs (goals, other relationships, delivery expectations, etc.). We will have periodic meetings with you to hear about your business and learn from them. This approach promotes stability by effectively sharing knowledge and collaboratively developing engagement solutions, including timelines, standard checklists and involving specialized resources.

Proposed Key Engagement Team Members

Team Member Name & Title	Engagement Role
Lee Ann Watters - Director	Lead Engagement/Audit Partner
Scott Anderson - Partner	Audit Quality Reviewer
Evan Wilt - Manager	Audit Manager
Landon Bowman - Senior Associate	Audit Senior

Please see below for detailed biographies.



Lee Ann Watters

Director, Cherry Bekaert LLP

Director, Cherry Bekaert Advisory LLC

Assurance Services

CPA: Kentucky - 5500

As a Director in Cherry Bekaert's Assurance Services practice, Lee Ann focuses on serving government and not-for-profit entities. With more than 30 years of experience in public accounting, Lee Ann has focused primarily on serving state and local government clients, particularly those located in the Commonwealth of Kentucky. She has extensive experience assisting governmental clients in implementing complex accounting standards and helping governments obtain the GFOA Certificate of Excellence. A well-versed professional in her field, Lee Ann is a frequent presenter on Uniform Guidance, as well as governmental accounting and auditing topics.

Prior to joining Cherry Bekaert, Lee Ann was an Assurance Principal at a large Southeast regional accounting firm. Additionally, she worked for the Commonwealth of Kentucky, serving in the Cabinet for Health Services, Auditor of Public Accounts, and Office of the Attorney General.

Education & Certifications

B.S. in Accounting, Georgetown College

Focus Areas

- ▶ Audit & Attestation Services
- ▶ State & Local Government
- ▶ Uniform Grant Guidance

Professional & Community Involvement

- ▶ Member, Board of Directors, Chair, Accounting & Auditing Committee, Kentucky Society of Certified Public Accountants
- ▶ Member, American Institute of Public Accountants
- ▶ Member, three-time President, Education Director and Chapter Historian, Central Kentucky Chapter of AGA
- ▶ Member, Government Finance Officers Association
- ▶ Trustee, Kentucky Bar Association Client Security Fund

Relevant Experience

- | | |
|---|---|
| ▶ City of Danville, Kentucky | ▶ Kentucky State Fair Board (Kentucky Venues) |
| ▶ City of Richmond, Kentucky | ▶ Kentucky Lottery Corporation |
| ▶ City of Simpsonville, Kentucky | ▶ Kentucky Higher Education Student Loan Corporation |
| ▶ City of Jeffersontown, Kentucky | ▶ Kentucky Higher Education Assistance Authority |
| ▶ Daviess County, Kentucky | ▶ Kentucky Housing Corporation |
| ▶ Town of Holly Springs, North Carolina | ▶ Kentucky Court of Justice - Administrative Office of the Courts |
| ▶ Town of Rolesville, North Carolina | ▶ Lexington-Fayette Urban County Airport Board |
| ▶ Town of Morrisville, North Carolina | ▶ Lexington Convention & Visitors Bureau (VisitLex) |
| ▶ Town of Cary, North Carolina | |



Scott Anderson

Partner, Cherry Bekaert LLP

Partner, Cherry Bekaert Advisory LLC

Assurance Services

CPA: North Carolina - 32398, Florida- AC47907, Virginia- 53857

Scott, a licensed Certified Public Accountant in Florida, North Carolina, and Virginia, has been serving the Firm's clients since 2005. As the Firm's public sector Technical Director, he drives technical accounting training and thought leadership for the entire governmental practice. As a former GASB Practice Fellow, Scott was at the forefront of evolving standards, providing unique insights and access to future developments. His involvement in the standard-setting process has equipped him with vast experience in governmental accounting and financial reporting standards.

Scott advises clients and audit teams in all phases of auditing and financial reporting, overseeing engagement planning, performance of audit tests, report writing, and overall audit quality. His deep understanding of technical accounting and evolving standards enables him to guide teams effectively. He has extensive experience with government pension plans as well as experience with government investment funds and the audit requirements for numerous states. Scott's expertise in audit methodology provides the consulting team with unique, forward-thinking strategies to ensure audit readiness in deliverables.

Scott has also instructed at numerous external conferences and seminars, representing both the firm and the GASB, and has conducted webinars sponsored by the Firm on various technical GASB topics. His professional involvement includes participation in committees and panels, such as the AICPA State and Local Government Experts Panel and the Government Finance Officers Association Special Review Committee.

Education & Certifications

Master of Accounting, North Carolina State University

Bachelor of Arts, Utah State University

Focus Areas

- ▶ Audit & Attestation Services
- ▶ Municipal and County Governments
- ▶ Airports and Public Transportation
- ▶ Uniform Grant Guidance
- ▶ Various State Agencies

Professional & Community Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ AICPA State and Local Government Panel Member
- ▶ North Carolina Association of Certified Public Accountants
- ▶ Government Finance Officers Association
- ▶ GFOA Special Review Committee
- ▶ GASB Practice Fellow Program
- ▶ Leadership Tampa Bay

Relevant Experience

- ▶ City of Greenville/Greenville Utilities Commission, NC
- ▶ City of Raleigh, NC
- ▶ City of Charlotte, NC
- ▶ City of Durham, NC
- ▶ City of Greensboro, NC
- ▶ City of St. Petersburg, Florida
- ▶ Chesterfield County, NC
- ▶ Durham County, NC
- ▶ Fairfax County, VA
- ▶ James City County, VA
- ▶ Prince William County, VA
- ▶ Santee Cooper
- ▶ Miami-Dade Aviation Department, FL
- ▶ Raleigh Durham Airport Authority, NC
- ▶ Research Triangle Regional Transportation Authority, NC
- ▶ New Hanover County, NC

**Evan Wilt**

Senior Associate, Cherry Bekaert Advisory LLC

Assurance Services

CPA: Kentucky - 4653

As a senior associate at Cherry Bekaert, Evan has experience in performing audits for a variety of industries, including organizations subject to Single Audits and governmental accounting standards. He specializes in audits of entities receiving federal funding, ensuring compliance with the Uniform Guidance and GASB requirements.

Evan is skilled in evaluating internal controls, assessing financial reporting systems, and identifying areas for operational improvement. His attention to detail and commitment to client service enables him to effectively lead audit engagements, manage timelines, and support the development of associate team members.

Education

B.A. in Accounting, Transylvania University

Professional & Civic Involvement

- ▶ Member, American Institute of Certified Public Accountants
- ▶ Member, Kentucky Society of Certified Public Accountants
- ▶ Member, AGA (formerly Association of Government Accountants)

Relevant Experience

- ▶ City of Bowling Green, Kentucky
- ▶ City of Jeffersontown, Kentucky
- ▶ Lexington-Fayette Urban County Airport Board
- ▶ Chattanooga Housing Authority
- ▶ Knoxville Community Development Corporation
- ▶ Metropolitan Development and Housing Agency
- ▶ Louisville Metro Housing Authority
- ▶ Evansville Housing Authority

**Landon Bowman**

Senior Associate, Cherry Bekaert Advisory LLC

Assurance Services

CPA: Kentucky – 15122

Landon has more than 4 years of experience auditing not-for-profit organizations, as well as state and local government agencies. He has worked with governmental and not-for-profit entities audited under OMB Circular A-133 and governmental entities audited under GASB No. 34. His experience also includes audit services for automobile dealerships and manufacturing organizations.

Education & Certifications

Bachelor of Accounting, Transylvania University

Professional & Community Involvement

- ▶ Member, American Institute of Certified Public Accountants
- ▶ Member, Kentucky Society of Certified Public Accountants
- ▶ Treasurer, Kappa Chapter Alumni Association

Relevant Experience

- ▶ Kentucky State Fair Board
- ▶ City of Richmond, Kentucky
- ▶ City of Frankfort, Kentucky
- ▶ City of Danville, Kentucky
- ▶ City of Simpsonville, Kentucky
- ▶ Lexington Center Corporation
- ▶ Lexington-Fayette Urban County Airport Board
- ▶ Lexington Convention and Visitors Bureau
- ▶ Kentucky Court of Justice

Audit Approach

Cherry Bekaert utilizes a risk-based, tailored audit program, employing a time-tested methodology that facilitates quality and delivers comprehensive, compliant and timely reports. Our approach focuses on a targeted examination of your financial statements by addressing the risks related to the fair presentation of the statements in accordance with U.S. Generally Accepted Accounting Principles to help the City achieve procedures and controls that assure accountability of public funds while maximizing the use of available resources.

Our audit of the City will feature CCH Engagement software, a state-of-the-art automated environment enabling our audit documentation to be virtually paperless and our engagement team members to share files via wireless technology. We tailor Thomson Reuters PPC audit and accounting guidance to specifically address the audit and risk areas associated with each local government client. These audit programs will reflect the identified areas of risk and help us ensure that such areas receive the proper degree of audit consideration.

Cherry Bekaert, like multiple accounting firms across the U.S., uses PPC's Audit and Accounting guidance and audit engagement workflow tools as a starting point for our audit program sheets. PPC provides the breadth and depth for specific industry coverage and is always at the forefront of new and changing standards. Then the audit team will tailor these audit programs based on the specific risks (inherent, control and overall risk of material misstatement) that have been identified during the planning and brainstorming session by the audit team assigned to the City's audit.

The following chart shows the key procedures and audit segmentation applied during each of the defined stages of the audit engagement:

I. Planning and Inherent Risk Assessment

Planning Procedures: We will schedule an entrance conference to introduce all key personnel, discuss the planned audit scope, and verify our understanding of communication channels and working relationships. These early discussions will ensure the City's awareness and compliance with new requirements and allow a reasonable amount of time for implementation and consultation. We will discuss the following:

- ▶ Anticipated audit issues
- ▶ New accounting principles and/or auditing updates
- ▶ New laws or regulations (Kentucky Revised Statutes, Kentucky Administrative Regulations, and Uniform Guidance), focusing on those that have been newly issued and the expected impact on the City
- ▶ Any staff concerns
- ▶ Initial audit approach and dates, as well as dates and times for periodic audit progress meetings
- ▶ Reporting requirements and deadlines
- ▶ Assistance to be provided by the City's staff
- ▶ Review of any reports issued by regulatory agencies during the year
- ▶ Audit concerns or operational changes that could affect the audits

Perform Preliminary Analytical Review Procedures: We will perform a preliminary analytical review to analyze the financial statements for unusual trends and results and to identify in advance the high audit risk areas. To strengthen audit confidence and risk assessment compliance, Cherry Bekaert uses MindBridge, an AI-enhanced auditing data analytic tool to analyze 100% of transactions using a risk-scoring mechanism based on predefined control points, including rule-based, statistical and AI learned selection criteria. Using data analytics provides efficient means to spotting risks and anomalies. Having insight into riskier transactions and data anomalies enables our engagement team to better understand the risk of material misstatement and design more effective audit procedures. Extended audit procedures are then focused on the areas of unusual results or potential audit risk.

Determine Audit Materiality: We will calculate materiality during the preliminary planning process for the audit. However, it must be pointed out that this calculated materiality is only a starting point. Auditing standards define materiality from the viewpoint of the user of the financial statements, not the auditor. The question we have to ask is, "Would it affect the user's conclusions regarding the financial position or results of operations of the City, if the adjustment was not made or a particular fact was not disclosed?" As a result, for certain areas, such as compliance requirements or potential fraud related to cash receipts, our materiality levels may be adjusted to account for the user's perspective.

Assess the Risk of Fraud: The auditor's consideration of inherent, fraud, and internal control risk (including control environment, risk assessment, communication, and monitoring) affects the nature, timing and extent of testing. During the planning phase, we will identify and document all risks and associate them with significant financial statement line items and assertions during the Risk Assessment Synthesis (RAS). For each risk identified, we will also document the nature and extent of the risk and conditions that gave rise to the risk. Typical procedures include:

- ▶ Hold audit team meetings to brainstorm ideas regarding how fraud could be perpetrated and concealed
- ▶ Inquire of management and others significantly involved in financial reporting to: (1) identify known instances of fraud and (2) determine how someone could rationalize, perpetrate and conceal fraud
- ▶ Evaluate the possibility that management could override internal controls

Inherent Risk Assessment: Inherent risk involves the degree to which a financial statement assertion is susceptible to misstatement due to the nature of the account. The objective of our inherent risk assessment is to take into consideration all that we have learned about the organization, changes that have occurred during the year, its operating environment, and the risk of fraud and determine what our audit response, if any, should be. The risks identified and our planned responses to these risks will be summarized and documented in our working papers.

II. Internal Control Documentation, Verification and Testing

Our internal control phase will be designed to carefully assess control-risk factors corresponding with all significant financial statement assertions. We will conform to AICPA's risk-assessment standards, which include evaluating and testing internal controls to support our report on the following determinations:

- ▶ Assets are safeguarded from loss from unauthorized acquisition, use, or disposition;
- ▶ Transactions are executed in accordance with budget authority and significant provisions of applicable laws and regulations; and
- ▶ Transactions are properly recorded, processed, and summarized to permit preparation of the financial statements and to maintain accountability for assets.

Entity Level Controls: As part of our entity level control assessment, we will consider whether there are organizational-wide processes that promote strong internal controls. Verification of these entity level controls is generally performed through interviews of key staff and review of documentation maintained by those key staff.

1. *Monitoring* - Document and assess the effectiveness of the City's monitoring activities

2. *Control Environment*

- ▶ Management philosophy
- ▶ Management's attitude towards risks
- ▶ Oversight by the City's Board of Commissioners
- ▶ Integrity and ethical values
- ▶ Promotion of ethics and appropriate conduct
- ▶ Organizational structure
- ▶ Assignment of authority and responsibility
- ▶ Workforce competence and human resource development

3. Risk Assessment

- ▶ Document the results of the most recent organizational-wide risk assessment.
- ▶ Determine whether a process is established for on-going risk assessments of the impact of change on key financial processes

4. *Information and Communication* - Document and assess how the City gathers, uses, and disseminates information.

Process Level Control Activities

Documentation - Obtain and review documentation of process level control activities applicable to:

- ▶ All significant fiscal processes
- ▶ Accounting administration
- ▶ The general ledger
- ▶ Information systems
- ▶ Year-end close and financial reporting

Verification - We will verify that all key controls identified are in place and appear to be designed effectively. This is done by inquiry and observation, and walk-through procedures that trace process from initiation to completion.

Testing: The team will prepare sampling control test work plans. We will select the most effective and efficient testing techniques when determining the nature of the tests to apply. The nature of our testing will fall into one of the following three non-sampling control test categories:

- ▶ **Observation** involves physically observing organization personnel performing the control technique to be tested.
- ▶ **Inquiry** involves making either oral or written inquiries of organization personnel responsible for specific control techniques to determine what they do or how they perform a specific control technique.
- ▶ **Inspection** involves examining documents and records for evidence that a control technique actually occurred.

Determining the timing of control tests depends on the type of test. For example, observations should be conducted during the period under audit while inspections can be performed after year-end, if the documents being examined are from the period under audit. The extent of testing is determined by auditor judgment to be the level necessary to assess the effectiveness of the controls.

Our use of sampling will also consider requirements of the Uniform Guidance and the State Single Audit Implementation Act. If necessary, we will draw representative sample selections for each separate system of internal control over major federal and State programs. We will integrate these tests, to the extent possible, with required sampling for reliance on other aspects of the City's internal control structure.

Perform Non-sampling Control Tests - We will perform and evaluate non-sampling control test results, test information system controls associated with financial reporting, and evaluate results. We also will test internal control over compliance with laws and regulations that could have a direct and material effect on the financial statements. We will test controls sufficiently to support a low assessed level of control risk or report findings where controls in operation cannot support that risk assessment.

Conduct Sampling Control Tests - Sampling control tests are conducted if sufficient evidence cannot be obtained through non-sampling procedures. A sampling control test is conducted by taking a sample of transactions and determining if the control technique being tested was in place for the sampled items during the audit period. Based on test results, we will reassess control and combined risk. Whenever possible, the team will also make use of computerized audit tools, such as Interactive Data Extraction and Analysis (IDEA), to improve the efficiency and effectiveness of sampling control tests.

Assess Control Risk - Based on our evaluation of the above steps, and the results of our tests of controls, we will assess control risk. Control risk is the risk that a material misstatement is not prevented or detected in a timely manner by the City's systems of internal control. We then will assess control risk in light of our assessment of inherent risk to determine combined risk. The team will then document its assessment of control risk.

Integration of Information System Controls Testing: The Cherry Bekaert team has developed an integrated financial statement audit approach to ensure that Information System ("IS") controls are considered when determining the amount of reliance that can be placed upon internal controls for financial reporting and compliance with laws and regulations. If deemed necessary, our review procedures of general controls are categorized as follows:

- ▶ **Entity-wide security program planning and management controls** provide a framework and continuing cycle of activity for managing risk, developing security policies, assigning responsibilities, and monitoring the adequacy and effectiveness of IS and security controls.
- ▶ **Access controls** limit or detect access to computer resources (data, programs, equipment, and facilities), thereby protecting these resources against unauthorized modifications, loss, and disclosure.
- ▶ **System development and program change controls** prevent implementation of unauthorized programs or modifications to existing programs that may alter financial data, modify or destroy application audit trails, or introduce processing errors.
- ▶ **System software controls** limit and monitor access to powerful programs, utilities and sensitive files that control computer hardware, secure applications supported by the system, and monitor and record activities.
- ▶ **Segregation-of-duties controls** provide policies, procedures, and an organizational structure to prevent one individual from controlling key aspects of computer-related operations and thereby conducting unauthorized actions or gain unauthorized access to assets or financial records.
- ▶ **Service continuity controls** ensure that when unexpected events occur, critical operations continue without interruption or are promptly resumed to minimize the impact of the disruption on an entity's critical mission and to protect sensitive data from destruction.

III. Risk Assessment Synthesis

We use a risk assessment synthesis process to summarize results of our initial planning, inherent risk assessment, and documentation of entity level and process level internal controls. The risk assessment synthesis process is designed to:

- ▶ Identify significant audit areas
- ▶ Document the risks of material misstatement affecting each area (including fraud risks or other significant risks)
- ▶ Assess those risks and select an audit approach that is appropriately tailored to respond to the assessed level of risk,
- ▶ Document the linkage of the assessed risks to the audit procedures that respond to those risks

One of the byproducts of this process will be the identification of potential improvements that could be made to strengthen the internal control process, eliminate duplicative controls or improve the operating efficiency of CLIENT's financial processes. Any observations will be shared with CLIENT's management team at the conclusion of this phase of the audit. We will also use the lessons learned to develop our customized audit programs by significant area that reflects our risk assessment process.

IV. Compliance Testing

This engagement will include the issuance of an opinion on the annual financial statements prepared by the City, and applying procedures and reporting on the schedule of expenditures of Federal awards presented as supplementary information. The engagement will also include consideration, testing, and reporting on the City's internal controls and compliance, for both laws and regulations that could have a material impact on the financial statements, as well as compliance requirements material to major Federal programs. The aforementioned statement of work will be performed in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the provisions of Uniform Guidance, Audits of States and Local Governments.

Our compliance audit procedures will be designed to identify and test those transactions and activities that are likely to have a direct and material impact on the City's basic financial statements and to determine whether they were carried out in accordance with the provisions of laws, rules, contracts, and grantor guidelines. Our reports will note instances of noncompliance that could have a direct and material effect on the City's financial statements.

The nature and extent of our compliance tests are derived from the following:

- ▶ Results of our analysis of internal control over compliance matters
- ▶ Review of debt documents
- ▶ Correspondence with Federal and State agencies
- ▶ Review of the City's agreements
- ▶ Review of the City's internal policies and procedures
- ▶ General statutes
- ▶ Grant agreements
- ▶ AICPA Statements of Position
- ▶ AICPA Statements on Auditing Standards
- ▶ *Government Auditing Standards*
- ▶ Uniform Guidance Compliance Supplement
- ▶ Other applicable professional standards and guidance

V. Further Audit Procedures (Substantive Testing)

We will perform substantive tests to form conclusions about whether the financial statements are free from material misstatements. These customized audit procedures come directly from our risk assessment procedures.

Conduct Substantive Tests: The objective of our substantive testing is to:

- ▶ Determine if financial statement assertions are materially misstated
- ▶ Form an opinion about whether the principal statements are presented fairly in accordance with the organization's basis of accounting

Substantive test procedures will be applied to all significant assertions in each significant financial statement line item and account. As with the sampling control testing described above, the team makes use of computerized audit tools to improve the efficiency and effectiveness of substantive tests. The extent of substantive testing is based largely upon our assessed level of the risk of material misstatement, which is the combination of inherent risk and control risk. For example, if we assess risk of material misstatement as low, we can perform limited testing. If, however, we assess risk of material misstatement as high, we must complete more detailed substantive testing to express an opinion on the financial statements. The two types of substantive tests are analytical review procedures and tests of details.

- ▶ **Analytical review procedures** involve establishing an expectation of what a significant balance or transaction total should be. If the actual amount is within a certain limit of the established expectation, then the auditor may determine that no further testing is necessary or that additional detail testing is desirable.
- ▶ **Test of details** are procedures applied to individual items selected for testing and include confirmation, physical observation, vouching, and recalculation.

Conduct Tests Related to Fraud Risks: We will perform testing for fraud risks identified during the planning phase that are not mitigated by internal controls. Testing will be combined with substantive and compliance testing to the

extent practical. In addition to testing for specifically identified fraud risk, we will perform the following procedures to identify fraud related to management override of controls:

- ▶ Examine journal entries and other significant adjustments.
- ▶ Review accounting estimates.
- ▶ Evaluate the business rationale for significant and non-recurring transactions.

Complete Overall Analytical Review Procedures: Once all the final adjustments are recorded and a final draft of the financial statements has been prepared, we will conduct analytical review procedures. Specifically, we will review the financial statements and supporting trial balances for key relationships and determine if audit evidence is consistent with variances noted during preliminary analytical procedures. Our analytic review will include trend and comparative analysis and will encompass the use of key liquidity, performance and operational metrics.

Determine Adequacy of Audit Procedures and Audit Scope: In the planning phase, we determined planning materiality based on preliminary information. Based on planning materiality, we determined design and test materiality levels, which impacted the nature and extent of testing. We now will determine a final materiality based upon audited balances. In light of the final assessment of combined risk and final materiality level, we will consider if the extent of substantive audit procedures was sufficient.

Evaluate Known and Likely Misstatements: Misstatements will be evaluated both in quantitative and qualitative terms. Based largely on these considerations and our evaluation, we will determine the type of audit opinion and internal control and compliance reports to render.

VI. Reporting

Review of ACFR for GFOA Compliance: Before issuance of our audit reports, we will review the ACFR in comparison to our Firm's standard governmental reporting checklist and the current GFOA reporting checklist to help ensure compliance with the certificate program requirements. We will also review any comments received from the most recent submission and discuss management's response to ensure all matters are addressed appropriately.

We will prepare the following reports in accordance with GAAS, GAS, and Uniform Guidance:

- ▶ Report of Independent Auditor on the financial statements
- ▶ Report of Independent Auditor on Internal Controls over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- ▶ Reports of Independent Auditor on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance
- ▶ Management Letter including Management's responses (if necessary)
- ▶ External Auditor's Communication with the City's Board of Commissioners
- ▶ We will review our auditor's reports, management letter, and other matters with management. After meeting with management, the finalized reports will be made available to the City.

Use of Technology

Leveraging the power of technology is critical as financial and operational systems become more complex, companies expand operations, and regulatory requirements change. Cherry Bekaert employs and offers experience in a wide range of solutions and platforms to improve the efficiency, quality, compliance, integration and speed of our engagements. Our audit and advisory services combine data analysis software, wireless technology and engagement management software. As such, our documentation is virtually paperless with procedures documented in an automated environment and files shared through encrypted wireless technology among engagement team members. We will also provide a secure client portal for transmitting information to the engagement team over the internet.

Secure Document Management

Cherry Bekaert uses Suralink for secure, web-based document management, allowing clients to transmit data files to our team. Authentication to the Suralink portal utilizes unique login credentials, and data is secured through SSL encryption.

MindBridge

MindBridge leverages artificial intelligence (AI) to detect unintentional errors and intentional misstatements, minimizing financial loss while automating our audit approach. We use its AI-enhanced risk-scoring mechanism to focus on higher-risk items, improving the efficiency of journal entry testing. In addition, MindBridge enables us to perform a revenue reconciliation and proof of cash exercise by simply uploading your general ledger, which reduces the revenue sample sizes our teams need to detail test.

DataSnipper

DataSnipper is an intelligent automation platform built and optimized for audit procedures to extract, cross-reference and validate source documents. It allows us to complete audit tasks up to 10x faster and focus more time on audit risk areas while helping standardize documentation to easily meet regulator demands.

Workpaper Management & Trial Balances

We manage workpapers with CCH Engagement, allowing us to prepare, review, transfer and manage our work in a paperless environment. It has a trial balance feature to reduce time and effort; we request that clients provide a file containing the trial balance – including ending, actual and final budget balances – in a format such as Excel which we upload into our software. The software has an account grouping feature which allows each general ledger account to be grouped to a specific financial statement line.

Data Analysis Software

We use IDEA data analysis software to test for ways to improve efficiency and effectiveness, and ActiveData advanced data analytics and statistics to assist in understanding trends and identifying anomalies.

Cherry Bekaert is proud to be recognized as one of [2025's Best Firms for Technology](#) by Accounting Today, highlighting the Firm's commitment to innovation in technology and artificial intelligence (AI). Accounting Today's most recent recognition spotlights 10 firms that are strategically advancing their technology infrastructure, with Cherry Bekaert prominently acknowledged for its strategic focus on AI governance. The Firm's approach is grounded in accountability, security and transparency, ensuring AI technologies are effectively managed and integrated into its operations. Cherry Bekaert's innovative cross-functional AI steering committee is recognized for playing a crucial role in guiding strategy and adoption. This committee is instrumental in shaping policy, assessing use cases and overseeing firmwide alignment, driving the Firm's focus on leveraging AI to meet industry standards and deliver significant benefits.



"Ultimately, our goal is to unlock the benefits of AI while protecting our clients' trust, safeguarding sensitive data, and ensuring our teams have the clarity and confidence to use these tools appropriately." – Jonathan Kraftchick, Innovation Partner

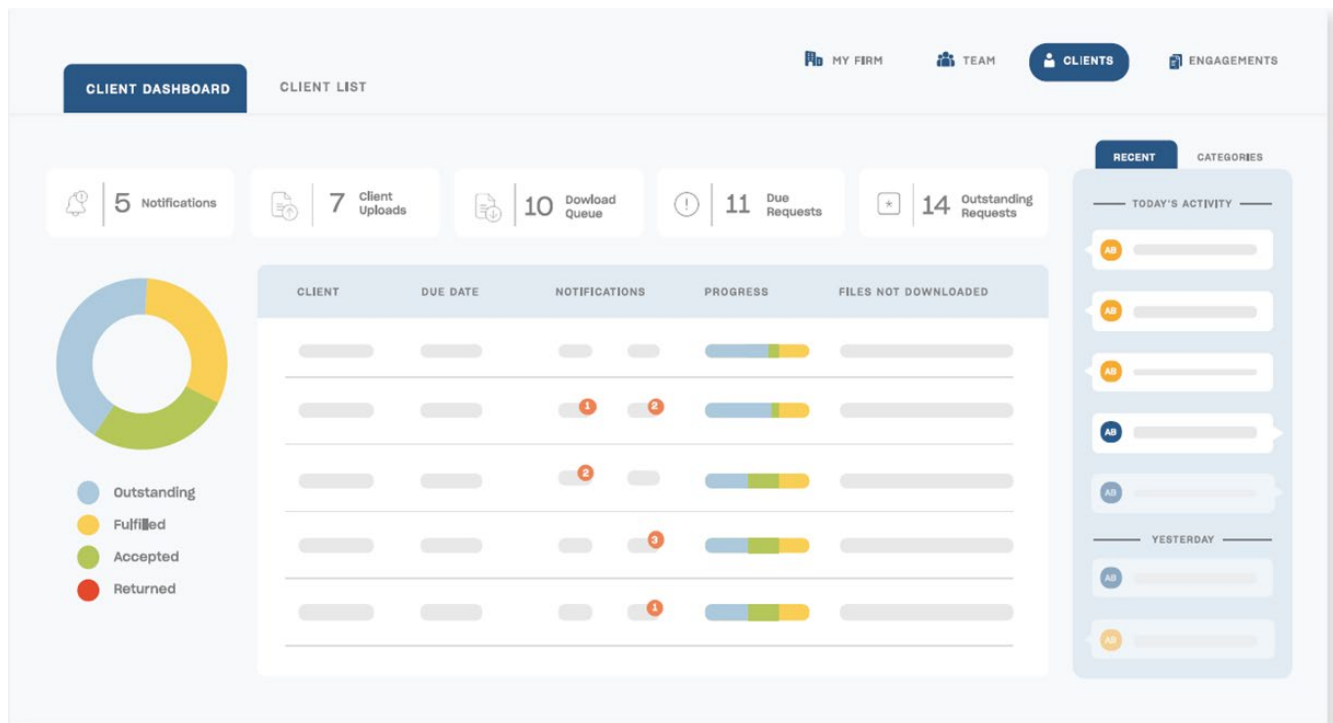
Coordination & Communication Using Suralink

To ensure seamless delivery and efficient communication, we will utilize Suralink® throughout the audit process. This powerful cloud-based tool allows us to track and manage the entire audit engagement in real-time through a highly secure platform. You can attach documents, log comments and notes, schedule check-in meetings, share screens and show request status and progress throughout the year, not just at final fieldwork or at a single point in the process. Suralink provides more real-time information for clients to have better transparency on the progress and status of requests throughout the engagement compared to other solutions.

We have collaborated with clients to employ our technology and tools to restructure the audit processes, creating virtual audit environments that provided high quality with flexible scheduling. This minimized disruptions decreased the need for lengthy in-person meeting requirements. However, we understand building trust in a relationship is important and frequent interaction is necessary. We utilize Microsoft Teams to meet remotely with clients and Suralink® to stay engaged with our clients throughout the engagement process. We understand that remote/virtual auditing does not work for all parts of the audit and will work with your staff to determine what procedures/activities need to be on-site during the planning phase.

Your engagement team will share in a way that creates efficiencies and enhances a collaborative communication environment. Service delivery using Suralink® allows us to:

- ▶ Promote real-time and year round collaborative planning, communication and status updates
- ▶ Integrate the technology of information sharing seamlessly and without disruption
- ▶ Decompress the evidence gathering burden on your team
- ▶ Reduce distractions to your team
- ▶ Minimize your training of Cherry Bekaert staff
- ▶ Enhance specialist interaction



Information Security Statement: The Firm takes the security of all our clients' data very seriously. Suralink® encryption and access controls protect your data at rest and in transit. In addition, Cherry Bekaert maintains Information Security Policies and monitoring procedures that only allow authorized individuals to access client data within Suralink® based on their job function.

Cost Proposal

We understand and appreciate your desire for professional service providers who are not only highly qualified, but who are also cost-conscious and cost-effective about the work they perform. We are mindful that cost is always a consideration in selecting a professional services firm. Accordingly, we have structured our fee based on our strong desire to develop a mutually rewarding, long-term relationship. Our fees are generally based on the time required to complete the work at our established billing rates, plus clerical and computer charges and out-of-pocket expenses. Our fees are also based on other factors such as the complexity of the work, the skill required, time limits, the experience and abilities of our personnel, and the value of the services rendered.

Service	Fee
Financial Statement and Uniform Guidance Audit	\$70,000
Travel*	5,000
Data Collection form Entry	included
Total	\$75,000

*The amount presented for travel is an estimate. If Cherry Bekaert incurs travel expenses that are less than the amount presented, only the amount incurred would be billed. If Cherry Bekaert incurs travel expenses in excess of the amount presented, those costs would be borne by Cherry Bekaert.

Additional Details

- ▶ Please Note: “Cherry Bekaert” is the brand name under which Cherry Bekaert LLP and Cherry Bekaert Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. Cherry Bekaert Advisory LLC is not a licensed CPA firm. Cherry Bekaert LLP is a licensed CPA firm that provides attest services, and Cherry Bekaert Advisory LLC and its subsidiary entities provide business advisory and non-attest services. For more details, visit cbh.com/disclosure.
- ▶ Future year increases beyond the fee commitment shown will be adjusted to annual cost of living increases, assuming there are no significant changes to the scope of work and engagement.
- ▶ A change in fees will apply should the scope of work change significantly. Should this occur, or there is a change in scope because of a change in your operations, we would meet with you to obtain your agreement on any increase in the fee ranges before proceeding. Our fee quote assumes that 2 programs will be audited as major programs. If it is necessary to audit more than 2 programs as major our fee will be adjusted by \$6,500 per program.
- ▶ These fees represent our good faith estimate based upon our experience and current understanding of your company and scopes of work. If we have misunderstood the scope requirements or company structure in any way, we are happy to reassess fees and present an updated cost proposal.

Start Up Costs

The proposed fees do not include the additional time we expect to establish our understanding of the City, get introduced with your personnel and become familiar with the structure and allocation criteria. This effort typically amounts to 15 – 25% more hours in the first service year. We will absorb this additional time as an investment in the long-term relationship with the City.

Out-of-Scope Services

We encourage open lines of communication throughout the year as part of our services. Generally, we do not bill for routine telephone consultations, including calls received during the year regarding tax and compliance questions.

However, should a matter require major research or services not included above, we will bill for these services at established hourly rates as rendered. Before beginning any additional work outside the scope of this proposal, we will

discuss anticipated fees with your management to obtain understanding and approval, as well as any anticipated discount based on the timing and complexity of the service.

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Approve Contract Modification No. 6 with A&K Construction for the Paducah Sports Park - A.
CLARK

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: On June 25, 2024, the BOC approved a contract with A&K Construction in the amount of \$47,771,838.83 for the construction of the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Tourism Commission. At that time construction of the championship field and entry plaza were removed from the project for more value engineering.

On January 28, 2025, the BOC approved Contract Modification No. 1 with A&K Construction in the amount of \$999,000.00 for the construction of the Championship Field. Updated contract total of \$48,770,838.83.

On August 12, 2025, the BOC approved Contract Modification No. 2 with A&K Construction for a time extension of 73 days, with a new substantial completion date of March 1, 2026.

On September 15, 2025, the BOC approved Contract Modification No. 3 with A&K Construction in an amount not to exceed \$3,000,000.00 with A&K Construction for the construction of the Entry Plaza for an updated contract amount of \$51,342,449.25.

On November 25, 2025, the BOC approved Contract Modification No. 4 with A&K Construction for a purchase credit in the amount of \$1,341,242.08 for items removed from the contract and direct purchased by the Fiscal Court, for an updated contract amount of \$50,001,207.17.

On January 13, 2026, the BOC approved Contract Modification No. 5 with A&K Construction in the amount of \$1,055,383.75, for soil stabilization for the sports park. Updated contract amount of \$51,056,590.92.

Request to approve Contract Modification No. 6 with A&K Construction in the amount of \$119,800.00 for items removed from the contract and direct purchased by the Fiscal Court, for an updated contract amount of \$50,936,790.92. Approved by Fiscal Court on April 13, 2026.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO - contract modification 6– A&K Construction Sports Park
2. G701-2017_Form_PSP AK CHANGE ORDER #6C REVISION 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 6 TO THE CONSTRUCTION CONTRACT WITH A&K CONSTRUCTION, REDUCING SAID CONTRACT BY \$119,800, UPDATING THE CONTRACT AMOUNT TO \$50,936,790.92, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on June 25, 2024, the Board of Commissioners approved a contract with A&K Construction in the amount of \$47,771,838.83 for the construction of the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Commission; and

WHEREAS, at that time, construction of the championship field and entry plaza was removed from the project; and

WHEREAS, on January 28, 2025, the Board of Commissioners approved Contract Modification No. 1 with A&K Construction in the amount of \$999,000 for the construction of the championship field; and

WHEREAS, on August 12, 2025, the Board of Commissioners approved Contract Modification No. 2 to extend the contract by 73 days due to weather and time delays associated with cement stabilization; and

WHEREAS, on September 15, 2025, the Board of Commissioners approved Contract Modification No. 3 in an amount not to exceed \$3,000,000 with A&K Construction for the construction of the Entry Plaza, for an updated contract price of \$51,342,449.25; and

WHEREAS, on November 25, 2025, the Board of Commissioners approved Contract Modification No. 4 with A&K Construction for a purchase credit in the amount of \$1,341,242.08 for items removed from the contract and direct purchased by the Fiscal Court, for an updated contract amount of \$50,001,207.17; and

WHEREAS, on January 13, 2026, the Board of Commissioners approved Contract Modification No. 5 with A&K Construction in the amount of \$1,055,383.75, for soil stabilization for the sports park, making the updated contract amount \$51,056,590.92; and

WHEREAS, Contract Modification No. 6 with A&K Construction will reduce the contract amount by \$119,800 for items removed from the contract and directly purchased by the

Fiscal Court, making the updated contract amount \$50,936,790.92. This modification was approved by the Fiscal Court on April 13, 2026.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 6 reducing the contract with A&K by \$119,800 for an updated contract sum of \$50,936,790.92 and authorizes the Mayor to execute all documents related to same.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
mo\contract modification 6– A&K Construction Sports Park



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Paducah Sports Park Paducah SpOM Park-
Bid Package IC/2A
150 Downs Drive Paducah, Kentucky
42001

CONTRACT INFORMATION:
Contract For: Contract For: General
Construction June 24, 2024
Date: 06-24-2024

CHANGE ORDER INFORMATION:
Change Order Number: 006C
Date: 04-15-2026

OWNER: *(Name and address)*
McCracken County Fiscal Court
300 Clarence Gaines Street Paducah, KY
42003

ARCHITECT: *(Name and address)*
Peck Flannery Gream Warren Inc.
101 South Fourth Street PO Box 510
Paducah, KY 42002-0510

CONTRACTOR: *(Name and address)*
A&K Construction
100 Calloxy Court
Paducah, KY 42001

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order will eliminate WI-FI system from the A&K contract and assign WI-FI to the Owner as a direct purchase agreement.

Credit for WI-FI	<\$19,800.00>
Remove Site Allowance #1 - Statue Dr. S N from A&K Contract	<\$100,000.00>
Total Change Order Amount Deduct	< \$ 119,800.00>

The original Contract Sum was	\$ 47,771,838.83
The net change by previously authorized Change Orders	\$ 3,284,752.09
The Contract Sum prior to this Change Order was	\$ 51,056,590.92
The Contract Sum will be increased by this Change Order in the amount of	\$ (119,800.00)
The new Contract Sum including this Change Order will be	\$ 50,936,790.92

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 03-01-2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*

BY: Peck Flannery Gream Warren Inc.
*(Printed name, title, and license
number if required)*

Date

CONTRACTOR *(Signature)*

BY: A&K Construction
(Printed name and title)

Date

OWNER *(Signature)*

BY: McCracken County Fiscal Court
(Printed name and title)

Date

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Authorize the City Manager to release a Request for Bids for playground equipment and surfacing at Kolb Park - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: Authorize the City Manager to release a Request for Bids for the purchase and installation of new playground equipment and safety surfacing for Kolb Park.

Funded using Community Development Block Grant dollars received in FY26 budget. Project must be completed by September 2026 to comply with funding restrictions.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: CDBG Funds - CD0114

Account Number: 21000212 523070

Staff Recommendation: Approve

Attachments:

1. MO - RFB – Kolb Park – playground equipment and surfacing

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
INITIATE A REQUEST FOR BIDS FOR PLAYGROUND EQUIPMENT AND
SURFACING AT KOLB PARK

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized and directed to
develop, advertise, and initiate a Request for Bids for the purchase of playground equipment
and surfacing at Kolb Park..

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
MO\RFB – Kolb Park – playground equipment and surfacing

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Authorize the City Manager to release a Request for Bids for shade canopies for the Noble Park Pool and Tennis Courts - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: Authorize the City Manager to release a Request for Bids for the purchase and installation of new shade canopy structures to be located at the pool and tennis courts in Noble Park.

Funded using Community Development Block Grant dollars received in FY26 budget. Project must be completed by September 2026 to comply with funding restrictions.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: CDBG Funds - CD0114

Account Number: 21000212 523070

Staff Recommendation: Approve

Attachments:

1. MO - RFB – Noble Park – shade canopies for pool and tennis courts

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
INITIATE A REQUEST FOR BIDS FOR SHADE CANOPIES FOR THE NOBLE PARK
POOL AND TENNIS COURTS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized and directed to
develop, advertise, and initiate a Request for Bids for the purchase of shade canopies for the
Noble Park Pool and Tennis Courts.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
MO\FB – Noble Park – shade canopies for pool and tennis courts

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Authorize the Application and Acceptance of a Kentucky Fire Commission Training Facility Grant in an Amount to Not Exceed \$50,000 - **S. KYLE**

Category: Municipal Order

Staff Work By: Chris
Owen, Hope Reasons
Presentation By: Steve
Kyle

Background Information: The Kentucky Fire Commission was created to strengthen and standardize fire service operations across the Commonwealth. Their mission is to:

- **Enhance firefighter safety and professionalism** across Kentucky
- **Standardize training and certification** for all fire personnel
- **Improve coordination and efficiency** among local fire departments
- **Support fire departments** through funding, resources, and guidance
- **Protect lives and property** by ensuring high-quality fire and emergency response services

The City of Paducah Fire Department is seeking up to \$50,000 toward the design and construction of a four-story Fire Training Drill Tower for the Department. This structure will be utilized to enhance firefighter training, improve operational readiness, and ensure compliance with applicable state training standards. There is no match requirement for this grant.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the KY Fire Commission Training Facility Grant and for the Mayor to sign all documents related to same.

Attachments:

1. MO - app & award – Kentucky Fire Commission Training Facility Grant 2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A KENTUCKY FIRE COMMISSION TRAINING FACILITY GRANT IN AN AMOUNT NOT TO EXCEED \$50,000 TO BE USED TOWARD THE DESIGN AND CONSTRUCTION OF A FOUR-STORY FIRE TRAINING DRILL TOWER FOR THE PADUCAH FIRE DEPARTMENT, ACCEPTING ANY GRANT FUNDS AWARDED BY THE KENTUCKY FIRE COMMISSION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a Kentucky Fire Commission Training Facility Grant in an amount not to exceed \$50,000, toward the design and construction of a four-story Fire Training Drill Tower for the Paducah Fire Department. This structure will be utilized to enhance firefighter training, improve operational readiness and ensure compliance with applicable state training standards. There is no local required for this grant.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky Fire Commission and authorizes the Mayor to execute the Grant Agreement and all related documents.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
\\mo\grants\app & award – Kentucky Fire Commission Training Facility Grant 2026

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Authorize \$51,076.00 expenditure with Mobile Communications of America for purchase and installation of software - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information:

Our 911 dispatch center currently has only one software license for dispatching the fire department. Because this single license can be used at only one console, it creates operational inefficiencies that can delay dispatching by valuable seconds. Approval of this request will authorize the purchase and installation of additional licenses so that every dispatch console can initiate fire department calls, improving both efficiency and response times. This software will be purchased by the Fire Department, as it is used exclusively for fire response operations.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:

Account Number: 10001801-522020

Staff Recommendation:

Staff recommends approval of the purchase of additional dispatch software licenses to ensure all 911 consoles can efficiently and reliably dispatch fire department calls, improving operational speed and reducing response delays.

Attachments:

1. MO - Payment to Mobile Communications of America – Fire Department
2. Zetron Workstation Licensing Quote 833001997 (1)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO MOBILE COMMUNICATIONS OF AMERICA FOR PURCHASE AND INSTALLATION OF SOFTWARE, IN THE AMOUNT OF \$51,076, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the 911 dispatch center currently has only one software license for dispatching the Fire Department. This single license can be used on only one console, creating operational inefficiencies that can delay dispatch. Adding additional software licenses will enable every dispatch console to initiate fire department calls, improving efficiency and response times. This software will be used exclusively for fire response operations; and

WHEREAS, the total cost of the purchase and installation of the additional software will be \$51,076.

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

SECTION 1. The City of Paducah authorizes the Finance Director to make payment to Mobile Communications of America in the amount of \$51,076 and authorizes the Mayor to sign all documents related to same.

SECTION 2. This expense shall be paid from Other Contractual Service, Account Number 1000 1801 523070.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
MO\Payment to Mobile Communications of America – Fire Department

QUOTATION

Page 1

833001997

Bill To:

Paducah KY Fire Dept
Finance Dept Accts Payable
PO Box 2307
Paducah, KY 42002-2307

Ship To:

Paducah KY Fire Dept
Finance Dept Accts Payable
PO Box 2307
Paducah, KY 42002-2307

Contact: ACCOUNT PAYABLE

Contact #:

Contact: ACCOUNT PAYABLE

Contact #:

Date: 12/05/2025		Customer #: 128402		Terms: NET 30 DAYS	
Qty	Item	Description	U/M	Unit Price	Extended
6	HDWKIT	Hardware Kit Max FSA MultiFunction Button Software	EA	930.00	5,580.00
1	FT-LO	FIELD TECH LABOR ONLY Setup Config and Install	EA	8,500.00	8,500.00
6	950-1435	MAX FSA Software	EA	6,166.00	36,996.00

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:

Customer Rep: Belden Parry

Phone #:

Email: beldenparry@callmc.com

Subtotal : \$51,076.00

Tax : \$0.00

Total Quote : \$51,076.00

Quote Valid for 30 Days.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to the MCA Terms and Conditions attached hereto and incorporated by reference.

Order are also subject to partial shipment and partial invoice.

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. **INDEPENDENT CONTRACTORS.** Neither the transactions contemplated by the Agreement or any other document between the Parties are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
2. **SHORTAGES AND DEFECTS OF GOODS:** Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.
3. **PRICING AND PAYMENT:** Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances, tariffs or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. **STANDARD TERMS WITHOUT CREDIT:** If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. **STANDARD TERMS WITH CREDIT:**
 - a. Up to \$50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
 - b. Over \$50,000.00 may require the below milestone payments:
 - 40% down once a Quote is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
6. **NON-STANDARD CREDIT TERMS:** Negotiable prior to Quote acceptance.

7. **NON-STANDARD PAYMENT TERMS:** Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
8. **LATE FEES:** MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
9. **TAXES:** The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.
10. **SECURITY INTEREST.** Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
11. **DELIVERY:** Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. In either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Buyer. Insurance is the sole responsibility of the Buyer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associated costs will be added to Buyer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.
12. **INSPECTION:** MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
13. **CANCELLATION.** In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
 - a. **Goods:** Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
 - b. **Goods on Order and Non-Cancelable:** Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
 - c. **Services Provided:** Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
 - d. **Returnable or Cancelable Goods:** May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
14. **WARRANTY:**
 - a. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
 - b. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
 - c. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- d. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of MCA.
 - e. **EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.
 15. **AFFILIATES.** MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.
 16. **FORCE MAJEURE:** MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
 17. **GOVERNMENT CONTRACTS:** In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
 18. **FCC AND OTHER GOVERNMENT MATTERS:** Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.
 19. **NON-SOLICITATION.** MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently \$200/hour.
 20. **PATENT, COPYRIGHT AND TRADEMARKS:**
 - a. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
 - b. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
 - c. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
 21. **MUTUAL WAIVER OF SUBROGATION.** Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
 22. **LIMITATIONS:**
 - a. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
 - b. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

- c. EXCLUSIONS. Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
 - d. INSURANCE: It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.
 - e. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.
23. INDEMNITY. MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
24. GOVERNING LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
25. DISPUTES AND ATTORNEYS' FEES. The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
26. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.
27. NOTICES. All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
28. NON-WAIVER: The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
29. SEVERABILITY: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
30. ENTIRE AGREEMENT. This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Approve an Agreement with Hamilton Place Properties for Phase 1 of the construction of Meharry Medical College in Paducah - **C. GAULT**

Category: Municipal Order

Staff Work
By: Carol Gault
Presentation
By: Carol Gault

Background Information: Developer MeHarry Medical College entered into a Lease dated Feb. 4, 2026 for property at 1034 Walter Jetton Blvd. for development of the site. Once fully developed, the building will house offices to provide services related to dental, oral wellness and general healthcare as described in the attachments.

The development agreement acknowledges the City's support of the phased development of this project.

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

If yes, please list the Commission Priority: Southside Revitalization by substantial investment in a historic building in the Southside Neighborhood

Quality of Life by enhancing job creation and local business growth

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. MO - Development Agreement – MeHarry Medical College - 1034 Walter Jetton Blvd. 2026
2. Meharry Development Agreement Version 04142026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A DEVELOPMENT AGREEMENT
(PHASE 1) WITH HAMILTON PLACE PROPERTIES, LLC RELATED TO
THE MEHARRY MEDICAL COLLEGE DEVELOPMENT AT 1034 WALTER
JETTON BOULEVARD AND AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS RELATED THERETO

WHEREAS, Hamilton Place Properties, LLC (“Developer”) owns or controls certain real property located in the City of Paducah, Kentucky, including property associated with the address 1034 Walter Jetton Boulevard (the “Development Site”); and

WHEREAS, Developer has entered into a lease arrangement with Meharry Medical College, dated February 4, 2026, for the development of a medical office facility on the Development Site to provide services related to dental, oral wellness, and general healthcare; and

WHEREAS, the proposed development is part of a larger multi-phase project, with Phase 1 consisting of approximately 3,100 square feet of medical office space to be occupied by Meharry Medical College; and

WHEREAS, the City of Paducah desires to support the phased development of the project due to its anticipated public benefits, including expanded access to healthcare services, job creation, economic development, and investment in the Southside neighborhood; and

WHEREAS, the City and Developer have negotiated a Development Agreement setting forth the terms and conditions under which the City will provide certain incentives and support for Phase 1 of the project; and

WHEREAS, the City Commission finds that approval of the Development Agreement is in the best interests of the City and consistent with its economic development and revitalization goals.

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

SECTION 1. That the Board of Commissioners hereby approves a Development Agreement (Phase 1) with Hamilton Place Properties, LLC, in substantially the form attached hereto as Exhibit A, for the development of property located at 1034 Walter Jetton Boulevard for

use by Meharry Medical College as a medical office facility providing dental, oral wellness, and general healthcare services.

SECTION 2. That the Mayor is hereby authorized to execute the Development Agreement approved in Section 1, together with any and all related agreements, instruments, and documents necessary to carry out the terms of the Development Agreement, with such changes therein as are not inconsistent with this Municipal Order and are not materially adverse to the City, as may be approved by the Mayor. Execution of such documents shall constitute conclusive evidence of such approval.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
\\mo\Development Agreement – 1034 Walter Jetton Blvd.

Exhibit A

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Authorize a Contract with Ray Black & Son for Capital Improvements to the Hotel Metropolitan and Purple Room in the Amount of \$499,028 - **H. REASONS**

Category: Municipal Order

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: On August 13, 2024, the City of Paducah Board of Commissioners authorized Municipal Order 2949 to accept grant funding on behalf of the Uppertown Heritage Foundation in the amount of \$1,340,000 from the Mellon Foundation. As part of that grant, funding included capital improvements to the Hotel Metropolitan and Purple Room. On March 4, 2025, the City entered into a Co-Stewardship Agreement with the Uppertown Heritage Foundation for the Hotel Metropolitan and Purple Room. As part of this Agreement, the City was designated to implement the capital improvements included in the Mellon Foundation Grant. Ray Black and Son are now submitting a contract to complete the capital renovations to the Hotel and Purple Room in the amount of \$499,028.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Mellon Grant

Account Number: MR0102

Staff Recommendation: Authorize a contract with Ray Black & Son for capital improvements to the Hotel Metropolitan and Purple Room and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - contract- Ray Black & Son – Hotel Metropolitan and Purple Room
2. Ray Black and Son Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A CONTRACT WITH RAY BLACK & SON FOR CAPITAL IMPROVEMENTS TO THE HOTEL METROPOLITAN AND PURPLE ROOM IN THE AMOUNT OF \$499,028, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on August 13, 2024, the City of Paducah Board of Commissioners authorized Municipal Order 2949 to accept grant funding on behalf of the Uppertown Heritage Foundation in the amount of \$1,340,000 from the Mellon Foundation. As part of that grant, funding included capital improvements to the Hotel Metropolitan and Purple Room; and

WHEREAS, on March 4, 2025, the City entered into a Co-Stewardship Agreement with the Uppertown Heritage Foundation for the Hotel Metropolitan and Purple Room. As part of this Agreement, the City was designated to implement the capital improvements included in the Mellon Foundation Grant; and

WHEREAS, Ray Black & Son is now submitting a contract to complete the capital renovation to the Hotel and Purple Room in the amount of \$499,028; and

WHEREAS, this purchase shall be a sole source purchase in accordance with KRS 45A.095 and 45A.380.

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

SECTION 1. The Board of Commissioners hereby approves a Contract with Ray Black & Son in the amount of \$499,028, to complete the capital renovations to the Hotel and Purple Room, and authorizes the Mayor to execute all documents related to same.

SECTION 2. This expenditure shall be paid from the Mellon Grant Account Number MR0102.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
MO\contract- Ray Black & Son – Hotel Metropolitan and Purple Room

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of April in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Ray Black & Son, Inc.
368 S. 31st Street
Paducah, KY 42001

for the following Project:
(Name, location and detailed description)

Hotel Metropolitan; Purple Room Addition and Restoration, Exterior Renovation and Interior Repairs

The Architect:
(Name, legal status, address and other information)

i5 Design Group, Inc.
401 Broadway
Paducah, KY 42001
(for the Purple Room Improvements)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
November 11, 2026

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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☒ Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Ninety-Nine Thousand, Twenty-Eight Dollars and Zero Cents (\$ 499,028.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent until the Work is 50% complete.

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Total retainage withheld shall not exceed 5% of the total contract amount.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Hope Reasons, Director of Planning
City of Paducah
300 South 5th Street
Paducah, KY 42001
hreasons@paducahky.gov

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

David Black, President
Ray Black & Son, Inc.
368 S. 31st Street
Paducah KY 42001
270-443-3513
david@rayblackson.com

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Exhibit A – Certificate of Insurance

Exhibit B – RBS Proposal Letter Dated March 27, 2026 for extent of work included in this contract.

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

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User Notes:

(879251537)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

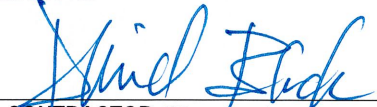
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit B – RBS Proposal Letter Dated March 27, 2026.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

George Bray, Mayor
(Printed name and title)



CONTRACTOR (Signature)

David Black President
(Printed name and title)

Init.

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User Notes:

(879251537)



Exhibit A
CERTIFICATE OF LIABILITY INSURANCE

RAYBLA-C01

SRUST

DATE (MM/DD/YYYY)

4/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Houchens Insurance Group 1240 Fairway Street Bowling Green, KY 42103	CONTACT NAME: Sarah Rust, MLIS, CRIS, CISR, QPIS, PCIA, QCLS		
	PHONE (A/C, No, Ext): (270) 467-1222 4202	FAX (A/C, No): (270) 467-1222	
	E-MAIL ADDRESS: srust@higusa.com		
INSURED Ray Black & Son, Inc. 348 South 31st Street Paducah, KY 42001	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Insurance Company		10677
	INSURER B : Kentucky Associated General Contractors Self Insurers' Fund		
	INSURER C : Columbia Casualty Company		31127
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			EBA/EPP0716646	5/31/2025	5/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA/EPP0716646	5/31/2025	5/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EBA/EPP0716646	5/31/2025	5/31/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	606	1/1/2026	1/1/2027	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000
A	Commercial Inland Ma			EBA/EPP0716646	5/31/2025	5/31/2026	Rented Equipment 25,000
C	Commercial Professio			6043489326	5/31/2025	5/31/2026	Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Hotel Metropolitan, 724 Oscar Cross Ave., Paducah, KY 42003

Certificate holder is additional insured in regards to the general liability as required by written contract, except as otherwise provided by the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Paducah 300 South 5th Street P.O. Box 2267 Paducah, KY 42002-2267	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Ray Black
& SON

Exhibit B
Pricing Letter

March 27, 2026

Hope Reasons
Grants Administrator
City of Paducah
P.O. Box 2267
Paducah, Kentucky 42002-2267

Re: Hotel Metropolitan Exterior Repair, Interior Repair and Purple Room Restoration & Addition

Dear Ms. Reasons,

Our estimate for repairing and replacing the existing exterior siding, window sashes, frames, and sills, rotted areas of the front porch floor, the existing handicap ramp deck and rail, installing foundation underpinning and then painting the entire exterior, including scraping, sanding, prime painting all surfaces as needed and then repainting all walls, doors, frames, windows, and trim is as follows:

General Conditions	\$12,750.00
Scaffolding	\$14,980.00
Siding Repair	\$ 39,845.00
Window Repair and Restoration	\$58,417.00
Handicap Ramp Replacement	\$19,321.00
Front Porch Deck and Rail Repair	\$9,675.00
Foundation Underpinning	\$7,941.00
All Prep and Paint as described above	\$ 52,545.00
Fee	<u>\$21,547.00</u>
Total	\$ 237,021.00

Our estimate for interior repairs includes areas of drywall repair and repainting, some wood floor repair, one set of storage cabinets, one locking display case, a security and fire alarm system that includes some video monitoring and associated electrical work.

General Conditions	\$4,717.00
Drywall Repair	\$2,926.00
Paint Repair	\$4,835.00
Wood Floor Repair	\$7,946.00
Locking Storage Cabinets	\$2,850.00
Locking Display Case	\$3,750.00
Security System	\$17,849.00
Electrical Work	\$8,740.00
Fee	<u>\$5,361.00</u>
Total	\$58,974.00

BUILDING WITH INTEGRITY SINCE 1925

348 South 31st Street Paducah, KY 42002-7324 T 270-443-3513 F 270-442-1023 rayblackson.com



Ray Black
& SON

Hotel Metropolitan
page 2

Our estimate for the Purple Room Restoration and Addition is based on i5 Design Group's drawing set dated July 1, 2022, and takes into consideration minor portions of the work executed in the Fall of 2023, and additional items noted below. The estimate is broken down by construction divisions of work.

Project Management/Supervision	\$ 14,571.00
General Conditions	\$9,154.00
Demolition/Removal/Dump Fees	\$4,360.00
Concrete	\$6,002.00
Masonry	\$11,524.00
Wood & Plastics	\$17,431.00
Thermal & Moisture (Including Insulation)	\$19,919.00
Doors & Windows (Including Overhead Doors)	\$14,829.00
Finishes (Interior Painting & Sealed Concrete)	\$19,516.00
Specialties	\$511.00
Furnishings (Casework)	\$800.00
Plumbing (Including Site Utilities)	\$25,682.00
HVAC	\$17,637.00
Electrical	\$14,200.00
Earthwork (Excavation/Backfill)	\$4,714.00
Exterior Improvements (Fencing)	\$3,725.00
Fee	<u>\$18,458.00</u>
Total	\$ 203,033.00

Please let me know if you have any questions.

Sincerely,

Chris Black

BUILDING WITH INTEGRITY SINCE 1925

348 South 31st Street Paducah, KY 42002 7324 T 270-443-3513 F 270-442-1023 rayblackson.com

Agenda Action Form

Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Authorize a contract with Delve Health Consulting for Organizational Health and Culture Management - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information: The Fire Department is seeking approval to enter into a professional services agreement with a licensed psychologist to support organizational health, mental-wellness readiness, and culture stabilization efforts. Following recent operational and personnel-related challenges, the department requires a structured, data-driven approach to reduce organizational stress, rebuild trust, and strengthen leadership capacity. The provider will implement a 12-month Organizational Health Dashboard to measure progress, guide leadership decisions, and support accreditation and long-term planning. This partnership will help ensure that the department remains mission-aligned, well-prepared, and responsive to workforce mental-health needs, while also positioning the City for improved transparency, grant readiness, and future cost-efficient maintenance of required mental-health programs.

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

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Other Contractual Service

Account Number: 10001801-523070

Staff Recommendation:

I recommend approval of a professional services agreement with Delve Consulting to provide psychological and organizational-health support for the Fire Department. This contract will help stabilize the department following recent challenges by providing structured guidance, leadership support, and measurable progress tracking. Engaging a licensed mental-health professional will strengthen workforce readiness, improve communication across ranks, and support alignment with City goals and accreditation standards.

Attachments:

1. MO - contract- Delve Health Consulting - Fire
2. Paducah FD Strategic Partner Consulting Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A CONTRACT WITH DELVE HEALTH CONSULTING IN THE AMOUNT OF \$59,400, TO PROVIDE PSYCHOLOGICAL AND ORGANIZATIONAL HEALTH SUPPORT FOR THE FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS RELATED TO SAME

WHEREAS, this contract is a professional services agreement with a licensed psychologist to support organizational health, mental-wellness readiness and culture stabilization efforts. The provider will implement a twelve-month Organizational Health Dashboard to measure progress, guide leadership decisions and support accreditation and long-term planning. This partnership will help ensure that the department remains mission-aligned, well-prepared and responsive to workforce mental-health needs, while also positioning the City for improved transparency, grant readiness and future cost-efficient maintenance of required mental-health programs.

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

SECTION 1. That the Board of Commissioners approves the contract with Delve Health Consulting in the total amount of \$59,400 (\$4,950 per month for a twelve-month period) (invoiced monthly), for organization health support for the Fire Department, and authorizes the Mayor to execute all documents related to same.

SECTION 2. This expenditure shall be paid from Other Contractual Service Account Number 1000 1801 523070.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 28, 2026
Recorded by Lindsay Parish, City Clerk, April 28, 2026
MO\contract- Delve Health Consulting - Fire



INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date"), by and between:

Delve, LLC, a Kentucky limited liability company; referred to as "Consultant", & **City of Paducah Fire Department**; referred to as "Client".

Consultant and Client may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose of Engagement

This engagement is designed to support leadership and team alignment, strengthen communication and accountability, and provide structured guidance to improve organizational effectiveness. The purpose of this Agreement is to outline the provision of organizational health consulting, leadership development, and occupational mental health compliance services to support workforce readiness, risk management, and alignment with applicable standards.

2. Term

This Agreement shall commence on the effective date and continue for twelve (12) consecutive months ("Initial Term"), unless terminated earlier pursuant to Section 9.

3. Scope of Services

Consultant shall provide services including, but not limited to, the following phased engagement: This engagement will be delivered in an adaptive format, allowing focus areas to evolve based on assessment findings and leadership priorities.

3.1 Organizational Health & Culture Management: Consultant shall provide organizational health and leadership consulting services, including but not limited to:

- Ongoing consultation and strategic advisory services
- Leadership alignment and organizational culture review informed by prior Chief interviews
- Consultation with Fire Chief regarding:
 - Strategic planning priorities around culture and talent development
 - Leadership communication and decision-making
 - Development and implementation of a 12-month organizational health plan
- Monthly consultation meetings
- Facilitated sessions with:
 - Assistant Chiefs
 - Company Officers/Captains (approximately 15 personnel)
- Integration of existing data
- Recommendations and implementation support related to:
 - Reducing interdepartmental silos
 - Improving leadership communication and follow-through
 - Strengthening trust across ranks
 - Enhancing operational readiness and risk mitigation

3.2 Organizational Health Dashboard & Measurement

Consultant shall develop and maintain an Organizational Health Dashboard to:

- Track progress related to leadership alignment, workforce readiness, and stress reduction
- Provide aggregate, de-identified data for leadership review
- Support decision-making, accreditation efforts, and grant readiness

Data sources may include:

- Standardized assessments
- Training participation metrics
- Operational indicators
- Qualitative themes from leadership engagement

All reported data will be aggregated and de-identified. No individual health information will be disclosed.

4. Adaptive Service Flexibility

The Parties acknowledge that organizational development is dynamic. Consultant reserves the right to adjust specific deliverables, pacing, and priorities based on:

- Ongoing assessments, Emerging operational realities, Revenue shifts, Leadership capacity, Market conditions

Such adjustments shall remain aligned with the engagement objectives and shall not materially alter the overall scope without written agreement.

5. Roles & Responsibilities

Consultant (Delve Health Consulting)

- Facilitate leadership discussions and sessions
- Provide structure, feedback, and strategic guidance
- Support implementation planning and follow-through
- Prepare materials and summaries as needed

Client (Paducah Fire Department)

- Designate a primary point of contact
- Coordinate scheduling and logistics
- Ensure leadership participation
- Provide timely access to relevant documents and information
- Notify Consultant promptly of concerns or operational changes

Consultant's results depend materially on Client's execution and transparency.

Shared Accountability & Outcomes: Delve Health Consulting provides facilitation, guidance, and strategic support.

The Client acknowledges that:

- Organizational and cultural change depends on internal leadership actions and follow-through
- Outcomes such as improved communication, trust, and accountability are influenced by engagement and consistency of leadership participation
- Specific organizational outcomes cannot be guaranteed

5.1 Non-Clinical Relationship Disclaimer

Except where explicitly stated, services provided under this Agreement are consultative and educational in nature and do not constitute ongoing psychotherapy or treatment relationships.

6. Compensation & Payment Terms

Client agrees to pay Consultant \$4,950 per month for twelve (12) months.

- Consultant shall invoice monthly.
- Payment is due within net thirty (30) days of invoice date.
- Payment shall be made by check or EFT unless otherwise agreed.
- This is a retainer-based engagement. Fees are earned upon invoice issuance.

6.1 Travel & Expenses

Travel within Western Kentucky / Western Area Development District (ADD) for Consultant is included in the total fee. Travel outside of this region is not anticipated but, if required, will be discussed in advance and billed separately with prior approval. Payment is due within net thirty (30) days of invoice date.

6.2. Additional Costs & Scope Changes

Any services outside the scope of this agreement will:

- Be discussed in advance
- Require mutual agreement
- Be billed separately

7. No Refund Policy

All payments are non-refundable.

Client acknowledges that Consultant is reserving time, intellectual capital, and advisory capacity for this engagement. No refunds shall be issued for partial participation, scheduling conflicts, or early termination.

8. Intellectual Property

All proprietary systems, frameworks, tools, methodologies, templates, models, and strategic architectures created or used by Consultant remain the sole intellectual property of Delve, LLC.

Client is granted a non-transferable, non-exclusive license to use deliverables internally within their organization.

Client may:

- Implement frameworks internally
- Train internal staff on implementation

Client may not:

- Resell, license, distribute, teach commercially, or replicate Consultant's frameworks as their own service offering
- Create derivative consulting products based on Consultant's intellectual property

This provision survives termination.

9. Termination

9.1 For Cause

If either Party materially breaches this Agreement, the non-breaching Party shall provide written notice. The breaching Party shall have thirty (30) days to cure the breach. If not cured, the Agreement may be terminated.

9.2 Early Termination Without Cause

Either Party may terminate with sixty (60) days written notice.

Client remains financially responsible for all payments due during the 60-day notice period.

No refunds shall be issued.

10. Independent Contractor & Limitation of Liability

Consultant is an independent contractor and not an employee, partner, or agent of Client.

Consultant shall not be liable for indirect, incidental, or consequential damages arising from this engagement. Consultant does not guarantee specific revenue outcomes. Strategic advisory services depend on Client implementation and market variables.

11. Confidentiality

Both Parties agree to maintain confidentiality of proprietary information shared during the engagement.

This obligation survives termination.

12. Dispute Resolution

The Parties agree to attempt good faith resolution of disputes through direct communication or mediation prior to initiating legal proceedings.

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Kentucky.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions. If any provision of this Agreement is held invalid by a court of law the remainder of this Agreement shall not be impacted.

Amendments must be in writing and signed by both Parties.

By signing below, both parties agree to the terms outlined above.

Signatures

Delve, LLC

City of Paducah; Fire Department

Signature: _____

Signature _____

Date: _____

Date: _____

Brooke Jacobs, PsyD
Delve Health Consulting
PO Box 21
Metropolis, Illinois 62960

Name
Address

Agenda Action Form Paducah City Commission

Meeting Date: April 28, 2026

Short Title: Consensual annexation of 224 Berger Road - **J. FOWLER-SOMMER**

Category: Ordinance

Staff Work By: Josh
Sommer, Carol Gault
Presentation By: Josh
Sommer

Background Information: The property owner, Dr. John Kenney, has requested consensual annexation into the City of Paducah. The lot is Lot F on plat H, page 415 and encompasses 16,143 square feet. An orthopedic doctor's office is located on the site. Dr. Kenney wishes for the site to be initially zoned R-4 High Density Residential, which includes medical offices.

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

If yes, please list the Commission Priority: [Commission Priorities List](#) Growth

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD Annex – Consensual - 224 Berger Road
2. PLAT (Final) - Kenney Properties Annexation_030526
3. Legal Description_224 Berger_Signed-Sealed
4. City of Paducah Annexation Letter
5. Signed Fiscal Court letter

ORDINANCE NO. 2026-_____ - _____

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

WHEREAS, the property, approximately .371 acres of land located at 224 Berger Road, is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

WHEREAS, said property is suitable for development for urban purposes without unreasonable delay because of population density, commercial, industrial, or governmental use of land, or subdivision of land; and

WHEREAS, said property does not include any territory that is already within the jurisdiction of another incorporated city, or another county; and

WHEREAS, said property is not part of an agricultural district formed pursuant to KRS 262.850(10); and

WHEREAS, on January 23, 2026, John M. Kenney, owner of the property, requested said consensual annexation in writing to the Board of Commissioners through the Paducah Planning Department; and

WHEREAS, pursuant to KRS 81A.412, a city may annex any area that meets the requirements of KRS 81A.410 if each of the landowners in the area to be annexed gives prior written consent to the annexation; and

WHEREAS, the City issued notice of said execution to the McCracken County Fiscal Court on March 5, 2026; and

WHEREAS, the City of Paducah now wishes to enact An Ordinance annexing the land described herein.

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

SECTION 1. The City of Paducah, Kentucky, annexes into the corporate limits and makes a part of the City of Paducah, Kentucky, said real property being more particularly and accurately described as follows:

**Tract Description - 224 Berger Road, Paducah, KY 42001
DB 1308, Page 232, Tax Map No.: 096-34-17-004**

Lot F

Being a parcel lying in McCracken County, Kentucky south of Berger Road and east of US Highway 45 – Lone Oak Road, more particularly being known as Lot F as shown on multiple waivers of subdivision for Medland Associates (PB H-415, PB H-588, PB H-682), the Kenney Properties, LLC property as recorded in Deed Book 1308 Page 232, McCracken County Clerk's Office, Commonwealth of Kentucky, and being more particularly described as follows:

Beginning at a found 1/2" rebar with no cap, being the northeast corner of Lot F, having the Kentucky State Plane Single Zone coordinates of N: 3,558,258.88' and E: 4,078,499.04', being in the south line of the Dome Enterprises, LLC property (Lot B; DB 1075, PG 130) and being a corner to EMD Properties, LLC (Lot G; DB 1330, PG 29);

Thence from the point of beginning along the EMD Properties, LLC property, South 22° 59' 21" West, a distance of 105.56 feet to a found 1/2" rebar with no cap, being in the north line of the Basil N. & Eugenia Drossos property (Tract 1; DB 1371, PG 688; PB L-1560);

Thence, with the Drossos property, North 57° 34' 19" West, a distance of 69.20 feet to a 1/2"x24" rebar with cap marked "Pin Oak Eng PLS 4621", set this survey;

Thence, South 30° 36' 47" West, a distance of 35.62 feet to a 1/2"x24" rebar with cap marked "Pin Oak Eng PLS 4621", set this survey;

Thence, North 62° 35' 10" West, a distance of 66.92 feet to a found 1/2" rebar with no cap, being a corner to the Cumberland Trace Legal Services, Inc. property (Lot E; DB 1446, PG 563);

Thence, with the Cumberland Trace Legal Services, Inc. property, North 23° 04' 29" East, a distance of 127.17 feet to a corner, also being a corner to the Dome Enterprises, LLC property (Lot A; DB 1344, PG 29), said corner lying North 23° 50' 13" East, a distance of 38.30 feet from a found mag nail, said mag nail lies west 0.5 feet from the property line;

Thence, South 66° 55' 15" East, a distance of 109.84 feet to a found 1/2" iron pin with cap marked "LS 1842", in the line of Lot B;

Thence, South 22° 59' 21" West, a distance of 3.00 feet to a point;

Thence, South 67° 41' 18" East, a distance of 29.68 feet to the point of beginning containing 0.371 acres (16,143 square feet).

As surveyed by Pin Oak Engineering PLLC, Christopher Kyle Joiner, PLS #4621 on March 4, 2026.

There is a 20' and 23' ingress, egress and utility easement across the north portion of this lot as established on Plat Book H, Slide 415.

The description is accurate to the best of my knowledge and belief.

SECTION 2. The City of Paducah hereby declares it desirable to annex the property 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. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 24, 2026

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\Plan\Annex – Consensual 224 Berger 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 2026-____ - _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, 2026.

Lindsay Parish, City Clerk

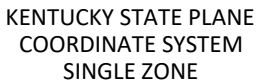
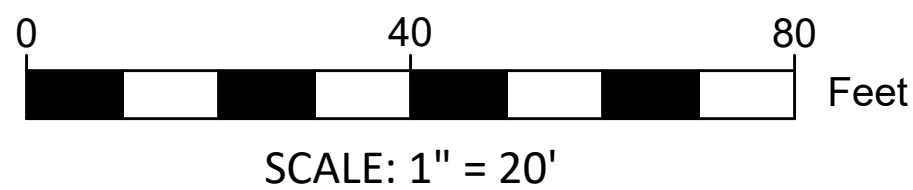
OWNER
KENNEY PROPERTIES LLC
449 LEWIS HARGETT CIRCLE, SUITE 110
LEXINGTON, KY 40503

CLIENT
CITY OF PADUCAH
300 SOUTH 5TH STREET
PADUCAH, KY 42003

PROPERTY ADDRESS
224 BERGER ROAD
PADUCAH, KY 42003

SOURCE(S) OF TITLE
DEED BOOK 1308, PAGE 232
PLAT BOOK H, SLIDE 415

0" PIPE	EXIST. IRON PIN (FOUND AS NOTED)		PROPERTY LINE
	1/2" X 24" IRON PIN WITH PLASTIC CAP STAMPED "PIN OAK ENG PLS 4621" SET THIS SURVEY		LINE TO BE ESTABLISHED
• IP			LINE TO BE ABOLISHED
	EXIST. CONCRETE MONUMENT		RIGHT OF WAY LINE
	MEANDER POINT		M.B.S.L. (MINIMUM BUILDING SETBACK LINE)
	TREE		EASEMENT
	FENCE POST		FENCE
	MAG NAIL (FOUND AS NOTED)		EDGE OF PAVEMENT
			CENTRALIZATION OF ROAD
			CITY LIMITS



VICINITY MAP
SCALE: 1" = 2,000'

I, CHRISTOPHER KYLE JOINER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF KENTUCKY; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED UNDER MY SUPERVISION ON FEBRUARY 9th & MARCH 2nd, 2026, AND THAT ALL MEASUREMENTS AS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


CHRISTOPHER KYLE JOINER
KENTUCKY PLS #4621

3/5/2024
DATE



KENNEY PROPERTIES LLC PROPERTY
SURVEYED FOR THE CITY OF PADUCAH

BOUNDARY SURVEY

- 1) THIS SURVEY WAS PERFORMED USING A CHCNV DUAL FREQUENCY, REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM ROVER AND LOCAL BASE STATION (CHCNV 883): 4171814 ROVER, REALTIME (CHCNV 889): 4224639. REDUNDANT AND REPETITIVE MEASUREMENTS WERE TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA THE RELATIVE POSITIONAL ACCURACY EXCEEDS THE ACCURACY STANDARDS FOR AN URBAN SURVEY, AS ESTABLISHED BY THE KENTUCKY REVISD CHCNV STANDARDS OF PRACTICE FOR CHCNV LOCALIZATION SURVEYS (PER 201 KAR 18.150 (0.05"-100PPM). ALL COORDINATES AND BEARING DATA IS BASED UPON THE NAD 83 DATUM, SINGLE ZONE, SINGLE ZONE, SINGLE ZONE, NAD 83, NAVD 88, GEOID 18. MULTIPLE REDUNDANT MEASUREMENTS WERE TAKEN ON EACH PROPERTY CORNER, EACH MEASUREMENT EXCEEDING A TOLERANCE OF 0.04' FOR POSITIONAL ACCURACY. TRAVERSE IS UNADJUSTED.
- 2) THE BEARINGS SHOWN ARE REFERENCED FROM KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE.
- 3) THIS SURVEY IS LOCATED IN FLOOD ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEMA FIRM MAP NUMBER 214540142F DATED EFFECTIVE NOVEMBER 2, 2011.
- 4) NO VISIBLE EASEMENTS OR CLAIMS OF EASEMENT WERE FOUND THROUGH PHYSICAL INSPECTION OTHER THAN THOSE SHOWN HEREON.
- 5) THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150.
- 6) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY, HOWEVER THIS SURVEY IS SUBJECT TO FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.
- 7) NO CEMETERIES WERE OBSERVED DURING THE COURSE OF THIS SURVEY.
- 8) THIS SURVEY IS SERVED BY PUBLIC WATER, CONTACT PADUCAH WATER.
- 9) THIS SURVEY IS SERVED BY PUBLIC SEWERS, CONTACT THE MCCRACKEN-PADUCAH JUNK SEWER AGENCY.
- 10) ENCROACHMENTS, IF ANY, OBSERVED DURING THE COURSE OF THIS SURVEY ARE SHOWN HEREON.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED
ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY
AGREEMENT IN WRITING WITH PIN OAK ENGINEERING PLLC.

DATE OF SURVEY: 02/09/2026
MONUMENTS SET: 03/04/2026

SHEET NO.
1.0

SHEET 1 OF 1

26019

3.5.2026

Tract Description
224 Berger Road
Paducah, KY 42001
DB 1308, Page 232
Tax Map No.: 096-34-17-004

Lot F

Being a parcel lying in McCracken County, Kentucky south of Berger Road and east of US Highway 45 – Lone Oak Road, more particularly being known as Lot F as shown on multiple waivers of subdivision for Medland Associates (PB H-415, PB H-588, PB H-682), the Kenney Properties, LLC property as recorded in Deed Book 1308 Page 232, McCracken County Clerk's Office, Commonwealth of Kentucky, and being more particularly described as follows:

Beginning at a found 1/2" rebar with no cap, being the northeast corner of Lot F, having the Kentucky State Plane Single Zone coordinates of N: 3,558,258.88' and E: 4,078,499.04', being in the south line of the Dome Enterprises, LLC property (Lot B; DB 1075, PG 130) and being a corner to EMD Properties, LLC (Lot G; DB 1330, PG 29);

Thence from the point of beginning along the EMD Properties, LLC property, South 22° 59' 21" West, a distance of 105.56 feet to a found 1/2" rebar with no cap, being in the north line of the Basil N. & Eugenia Drossos property (Tract 1; DB 1371, PG 688; PB L-1560);

Thence, with the Drossos property, North 57° 34' 19" West, a distance of 69.20 feet to a 1/2"x24" rebar with cap marked "Pin Oak Eng PLS 4621", set this survey;

Thence, South 30° 36' 47" West, a distance of 35.62 feet to a 1/2"x24" rebar with cap marked "Pin Oak Eng PLS 4621", set this survey;

Thence, North 62° 35' 10" West, a distance of 66.92 feet to a found 1/2" rebar with no cap, being a corner to the Cumberland Trace Legal Services, Inc. property (Lot E; DB 1446, PG 563);

Thence, with the Cumberland Trace Legal Services, Inc. property, North 23° 04' 29" East, a distance of 127.17 feet to a corner, also being a corner to the Dome Enterprises, LLC property (Lot A; DB 1344, PG 29), said corner lying North 23° 50' 13" East from a found mag nail, said mag nail lies west 0.5 feet from the property line;

Thence, South 66° 55' 15" East, a distance of 109.84 feet to a found 1/2" iron pin with cap marked "LS 1842", in the line of Lot B;

Thence, South 22° 59' 21" West, a distance of 3.00 feet to a point;

Thence, South 67° 41' 18" East, a distance of 29.68 feet to the point of beginning containing 0.371 acres (16,143 square feet).

As surveyed by Pin Oak Engineering PLLC, Christopher Kyle Joiner, PLS #4621 on March 4, 2026.

There is a 20' and 23' ingress, egress and utility easement across the north portion of this lot as established on Plat Book H, Slide 415.

The description is accurate to the best of my knowledge and belief.

STATE OF KENTUCKY
CHRISTOPHER
KYLE
JOINER
4621
LICENSED
PROFESSIONAL
LAND SURVEYOR
3/5/2026

1/23/26

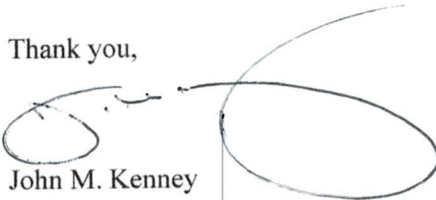
City of Paducah Planning Department
Attn: Joshua P. Fowler-Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

I, John M. Kenney, am requesting annexation of 224 Berger Road into the City of Paducah, pursuant to KRS 81A.412. This parcel totals approximately .39 acre and meets the requirement of KRS 81A.410. I request to utilize the City of Paducah Real Estate property tax incentive for this property and the one-year sanitation pick up. It is further requested that this parcel be initially zoned High-Density Residential Zone (R-4) upon annexation.

Thank you,


John M. Kenney