

City of Henderson, Kentucky
Board of Commissioners Meeting
Tuesday, February 23, 2016

Municipal Center
Third Floor Assembly Room
222 First Street
5:30 P.M.

AGENDA

1. Invocation: Dr. Chuck Summers, First Christian Church
2. Roll Call:
3. Recognition of Visitors:
4. Appearance of Citizens:
5. Proclamations:
6. Presentations:
7. Public Hearings:
8. Consent Agenda:

Minutes: January 26, 2016 Regular Meeting
February 16, 2016 Called Meeting
February 16, 2016 Work Session

Resolutions: Resolution Authorizing the Submission of a Grant Application to Transportation Cabinet, Kentucky Office of Highway Safety, in the Amount of \$30,497.00 for the Police Department, and Acceptance of Grant if Awarded

Resolution Authorizing the Submission of a Grant Application to Transportation Cabinet, Kentucky Office of Highway Safety Traffic Enforcement Incentive Program, in the Amount of \$50,000.00 for the Police Department, and Acceptance of Grant if Awarded

9. Ordinances & Resolutions:

Second Readings: Ordinance Amending Sewer Use Regulations – Sections 23-27.4, 23-27.5, and 23-98

Please mute or turn off all cell phones for the duration of this meeting.

Ordinance Regarding Continuity of Henderson Water Utility During State of Emergency

Ordinance Amending House Numbering Plan

First Readings: Ordinance Regarding Annexation, Merrill/O'Sullivan Property, Kimsey Lane/Barret Boulevard/US 60 East

Resolutions: Resolution Authorizing Extension of Sewer Service Outside City Limits to Robert L. and Mary F. Williams for Property Located at 890 Morningside Drive

Resolution Authorizing Mayor to Execute Deed of Easement and Paving Agreement on Behalf of the City, Henderson Water Utility and community United Methodist Hospital, Inc.

Resolution Amending Resolution 77-05 Pertaining to the Fee Schedule of the Louis William Denton Shelter

Resolution Amending the Stated Proposed Use of the Property Reassessment Moratorium for Thomas B. Logan for Property Located at 801 South Main Street

10. Bids & Contracts: Municipal Order Awarding Bid for Mowing of City Cemeteries to Knight's Landscaping, LLC of Henderson

Municipal Order Awarding Bid for Purchase of Two Police Patrol SUV Vehicles, One with Installed Vehicle Equipment and One with Installed K9 Equipment to Town and Country Ford, in the Total Amount of \$79,075.00

Municipal Order Awarding Bid for Purchase of Cement Concrete to Irving Materials, Inc. (IMI South) in the Total Bid Amount of \$178,500.00

Municipal Order Awarding Bid for Purchase of Concrete Labor to River Town Construction, LLC, of Newburgh, Indiana

Municipal Order Awarding Bids for Purchase of Limestone Rock and Sand, Group A to Mulzer Crushed Stone, and Recycled Concrete, Group B to Hazex Construction Company

Municipal Order Authorizing Farm Lease of 86.59 Acres on Borax Drive (Formerly Known as the Dannlin Farm) to Leslie Farms, of Clay, Kentucky at \$310.00 per Acre, Less a Pre-Payment Discount of 2% Per Annum for a Period of Three Years (2016, 2017, and 2018 Crop Years)

Please mute or turn off all cell phones for the duration of this meeting.

11. Municipal Orders
12. Unfinished Business:
13. Report:
14. City Manager's Report: Request Planning Commission Review Zoning, Conditional Uses
15. Commissioner's Reports:
16. Appointments:
17. Executive Session:
18. Miscellaneous:
19. Adjournment

Please mute or turn off all cell phones for the duration of this meeting.

**City Commission Memorandum
16-38**

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Consent Agenda

The Consent Agenda for the meeting of February 23, 2016, contains the following:

Minutes: January 26, 2016, Regular Meeting

February 16, 2016, Called Meeting

February 16, 2016, Work Session

Resolutions: Resolution Authorizing the Submission of Grant Application to Transportation Cabinet, Kentucky Office of Highway Safety, in the Amount of \$30,497.00 for the Police Department, and Acceptance of Grant if Awarded

Resolution Authorizing the Submission of the 2016 Highway Safety Traffic Enforcement and Incentive Application to Transportation Cabinet, Kentucky Office of Highway Safety, in the Amount of \$50,000.00 for the Police Department, and Acceptance of Grant if Awarded

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on January 26, 2016

A regular meeting of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, January 26, 2016, at 5:30 p.m., prevailing time, in the third floor Assembly Room located in the Municipal Center Building at 222 First Street, Henderson, Kentucky.

INVOCATION was given by Dr. Marcus Daly, Equipping Pastor, Zion Baptist Church, followed by Mayor Austin leading the assemblage in recitation of the Pledge of Allegiance to our American Flag.

There were present Mayor Steve Austin presiding:

PRESENT:

Commissioner Jan Hite
 Commissioner X R. Royster, III
 Commissioner Robert M. (Robby) Mills
 Commissioner Jesse Johnston, IV

ALSO PRESENT:

Mr. Russell R. Sights, City Manager
 Mr. William L. (Buzzy) Newman, Jr., Assistant City Manager
 Mrs. Dawn Kelsey, City Attorney
 Ms. Maree Collins, City Clerk
 Mr. Robert Gunter, Finance Director
 Mr. Leason Neel, HWU Chief Financial Officer
 Mr. Brian Williams, Public Works Director
 Mr. Brian Bishop, City-County Planning Director
 Mr. Doug Boom, Engineer
 Mr. Dylan Ward, Engineering Assistant
 Mrs. Connie Galloway, Human Resources Director
 Mrs. Cindy Bickwermert, Administrative Secretary
 Mr. Steve Bickwermert, HWU Treatment Operator I
 Mrs. Leigh Ann Herron, Administrative Clerk
 Mr. Paul Titzer, Assistant Finance Director
 Mrs. Kay Mulligan, Revenue Supervisor
 Mrs. Sharon Coffman, Account Technician, Senior
 Mrs. Betty Smithhart, Office Assistant
 Mr. Scott Foreman, Fire Chief
 Mrs. Sarah Foreman
 Ms. Ally Foreman
 Mr. Ayron Thompson, Assistant Fire Chief
 Mrs. Jennifer Thompson and Nephew
 Mr. Jeremy Baxter, Assistant Fire Chief
 Mrs. Christy Baxter and Son and Daughter
 Mr. Chad Moore, Assistant Fire Chief
 Mrs. Brittney Moore and Daughters
 Mrs. Cindy Phillips, Administrative Secretary
 Mrs. Donna Veazey, Secretary
 Mr. Tim Mahone, Emergency Management System Director
 Mrs. Donna Stinnett
 Mr. Wayne Hurd
 Mr. Lloyd Baxter
 Mrs. Helen Baxter
 Mr. Wayne Thompson
 Mr. Mike Polley
 Mr. Chris Watson and Daughter
 Mr. Daniel Hancock
 Mr. Zach Polley
 Mr. Brad Mattingly
 Mr. Matt Anderson
 Mr. Travis Denton
 Mr. Adam Updegraff
 Mr. Lee Martin

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on January 26, 2016

Mr. Rob Mindrup
 Mr. Owen Howard
 Mr. Will Ainsworth
 Mr. Chris Sampley
 Mr. Josh Dixon
 Mr. Brett Jones
 Mr. Cory Agnew
 Mr. Chris Connell
 Mr. Pat Thompson
 Mr. Tom Davis
 Mr. Jeff Justice, Hafer PSC
 Mr. Jason Barisano, Architect, Hafer PSC
 Ms. Natalie Schmidt, Interior Designer, Hafer PSC
 Mr. Brad Staton
 Mr. Mike Richardson, Police Reserve Officer
 Ms. Erin Schmitt, *the Gleaner*

PRESENTATIONS: 20-YEAR SERVICE AWARD

MAYOR AUSTIN expressed his appreciation to Mrs. Cindy Bickwermert, Administrative Secretary, for her twenty years of service and dedication to the City.

PRESENTATIONS: ASSISTANT FIRE CHIEF PROMOTIONAL BADGE PINNING CEREMONY

MR. SCOTT FOREMAN, FIRE CHIEF, explained that the badge pinning ceremony is an old fire tradition, however it is new to our department. He felt that it was important at this particular time for the department to announce and honor that all three Assistant Fire Chief positions were being filled by promotion at the same time. Chief Foreman then introduced Aryon Thompson, Chad Moore, and Jeremy Baxter as newly appointed Assistant Fire Chiefs and had each of their wives pin their Assistant Chief badges onto their dress blue uniforms.

PRESENTATIONS: MUNICIPAL SERVICES CENTER PROJECT UPDATE

MR. JEFF JUSTICE, President, Hafer PSC, along with Mr. Jason Barisano, architect, and Ms. Natalie Schmidt, interior design, detailed the interior and exterior design features of the new Municipal Services Center Complex. Many of the current design elements will be incorporated into the new design and be freshened up with new paint and materials.

COMMISSIONER MILLS indicated that the buildings in that development were required to meet certain building standards involving a masonry finish and expressed concern about the fairness to the other businesses in the area with some of the buildings in the complex not having a masonry finish.

MR. WILLIAM L. "BUZZY" NEWMAN, JR., Assistant City Manager, explained that the industrial park did have protective covenants that did include an exterior appearance aspect. He further explained that the covenants of the industrial park expired when 85% of the lots were sold. He went on to explain that in the original cost estimate that exceeded \$6,000,000.00, each of the auxiliary building included masonry veneer which was estimated at approximately \$160,000.00 and that this was one of the things that was cut to reduce the cost of the project. The drawings should be finalized within a week to ten days so that we can stay on schedule for the bidding process.

MR. RUSSELL SIGHTS, City Manager, confirmed that the covenants of the industrial park have expired and went on to explain that items that were deducted to reduce costs may be looked at as 'add-on alternates' to determine their actual cost to the project.

VERBATIM OF MEETING DISCUSSION ON TAPE

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on January 26, 2016

APPROVAL OF CONSENT AGENDA:

MAYOR AUSTIN asked the City Clerk to read the items on the Consent Agenda.

MINUTES: January 12, 2016, Regular Meeting

RESOLUTIONS: Resolution 03-16: Resolution Approving Agreement Between The Henderson City/County Rescue Squad, The City Of Henderson, The County Of Henderson, And Henderson Emergency Management

Motion by Commissioner Jesse Johnston, seconded by Commissioner Robert Mills, to approve the items on the Consent Agenda.

The vote was called. On roll call, the vote stood:

- Commissioner Hite ----- Aye:
Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Aye:
Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the minutes approved and the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

/s/ Steve Austin
Steve Austin, Mayor
January 26, 2016

ATTEST:
Maree Collins, City Clerk

ORDINANCE 01-16: SECOND READ
AN ORDINANCE OF THE CITY OF HENDERSON, KENTUCKY AUTHORIZING THE ISSUANCE OF (i) GENERAL OBLIGATION BONDS, SERIES 2016A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,685,000 (WHICH AMOUNT MAY BE INCREASED OR DECREASED BY UP TO \$170,000) TO FINANCE VARIOUS IMPROVEMENTS, (ii) GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,315,000 (WHICH AMOUNT MAY BE INCREASED OR DECREASED BY UP TO \$830,000) TO CURRENTLY REFUND ITS OUTSTANDING GENERAL OBLIGATION BONDS, TAXABLE SERIES 2010A (BUILD AMERICA BONDS – DIRECT PAYMENT TO ISSUER); APPROVING THE FORMS OF BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE BONDS; PROVIDING FOR THE PAYMENT AND SECURITY OF THE BONDS; CREATING BOND PAYMENT FUNDS; MAINTAINING THE HERETOFORE CREATED SINKING FUND; AUTHORIZING ACCEPTANCE OF THE BIDS OF THE BOND PURCHASER OR PURCHASERS FOR THE PURCHASE OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

MOTION by Commissioner X R. Royster, seconded by Commissioner Jan Hite, that the Ordinance be adopted.

The vote was called. On roll call, the vote stood:

- Commissioner Hite ----- Aye:
Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Aye:
Mayor Austin ----- Aye:

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on January 26, 2016

WHEREUPON, Mayor Austin declared the Ordinance adopted, affixed his signature and the date thereto and ordered that the same be recorded.

/s/ Steve Austin
Steve Austin, Mayor
January 26, 2016

ATTEST:
Maree Collins, City Clerk

ORDINANCE 02-16: SECOND READ
ORDINANCE REPEALING AND REPLACING THE HENDERSON-HENDERSON
COUNTY COMPREHENSIVE PLAN

MOTION by Commissioner Jan Hite, seconded by Commissioner Robert Mills, that the Ordinance be adopted.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Aye:
Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the Ordinance adopted, affixed his signature and the date thereto and ordered that the same be recorded.

/s/ Steve Austin
Steve Austin, Mayor
January 26, 2016

ATTEST:
Maree Collins, City Clerk

ORDINANCE 03-16: SECOND READ
ORDINANCE PROVIDING FOR THE ORDERLY SUCCESSION OF THE OFFICE
OF MAYOR AND CITY OFFICES AND DEPARTMENTS NAMED IN THE KENTUCKY
EMERGENCY OPERATIONS PLAN

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert Mills, that the Ordinance be adopted.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Aye:
Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the Ordinance adopted, affixed his signature and the date thereto and ordered that the same be recorded.

/s/ Steve Austin
Steve Austin, Mayor
January 26, 2016

ATTEST:
Maree Collins, City Clerk

ORDINANCE 04-16: FIRST READ
ORDINANCE AN ORDINANCE AMENDING ARTICLE II, *WATER AND SEWER SERVICE*, OF CHAPTER 23, *UTILITIES*, SEC. 23-27.4, SEC. 23-27.5, AND ARTICLE V, *RATES AND CHARGES*, SEC. 23-98, OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on January 26, 2016

MOTION by Commissioner Robert Mills, seconded by Commissioner Jan Hite, that the Ordinance be adopted.

MR. TOM WILLIAMS, Henderson Water Utility General Manager, explained the three minor changes which includes clarification of language relating to MS-4 regulations on yard waste and trash that might run into an inlet; clarification on how a private stormwater facility would be recorded for perpetuity; and adding water service to the consent not to oppose annexation requirement for service to be provided outside of the city limits. Currently only wastewater service provided outside of the city limits requires the property owner to agree not to oppose annexation.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
 Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the Ordinance adopted on its first reading and ordered that it be presented for a second reading at a meeting of the Board of Commissioners.

ORDINANCE 05-16: FIRST READ
 ORDINANCE PROVIDING FOR THE ORDERLY SUCCESSION OF THE OFFICE
 OF HENDERSON WATER UTILITY

MOTION by Commissioner Jan Hite, seconded by Commissioner Robert Mills, that the Ordinance be adopted.

MAYOR AUSTIN stated that this was similar to the one recently adopted by the City.

MRS. KELSEY, City Attorney, explained that at the Water and Sewer Commission meeting a full plan for succession was adopted for Henderson Water Utility; however, the City Commission will only be adopting the portion relating to the General Manager as required by the Kentucky Emergency Operations Plan.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
 Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the Ordinance adopted on its first reading and ordered that it be presented for a second reading at a meeting of the Board of Commissioners.

ORDINANCE 06-16: FIRST READ
 AN ORDINANCE AMENDING CHAPTER 20, *STREETS, SIDEWALKS AND OTHER
 PUBLIC PLACES*, ARTICLE I, *IN GENERAL*, BY ADDING SUB-SECTION (H) TO SEC. 20-
 8, *HOUSE NUMBERING PLAN*, OF THE CODE OF ORDINANCES OF THE CITY OF
 HENDERSON

MOTION by Commissioner Robert Mills, seconded by Commissioner Jan Hite, that the Ordinance be adopted.

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on January 26, 2016

MR. BRIAN BISHOP, City-County Planning Commission Director, indicated that in practice the agency has been responsible for the issuance of addresses for a number of years; however, the agency has not been officially designated to do so and is requesting to be officially designated with the responsibility for the issuance of addresses within the City.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
 Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the Ordinance adopted on its first reading and ordered that it be presented for a second reading at a meeting of the Board of Commissioners.

RESOLUTION 04-16:

RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, IN THE AMOUNT OF \$1,000,000 TO PURCHASE AN AERIAL LADDER TRUCK FOR THE FIRE DEPARTMENT, AND ACCEPTING GRANT IF AWARDED

MOTION by Commissioner Jan Hite, seconded by Commissioner Robert Mills, to adopt the resolution authorizing submittal of a regional grant application under the Assistance to Firefighters Grant Program in the amount of \$1,000,000.00 to purchase an aerial ladder truck.

MR. FOREMAN, Fire Chief, explained that this was similar to a previous grant application and that it is expected that the truck would come in around the \$900,000.00 to \$950,000.00 price range with some budget left for equipment.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
 Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the resolution adopted, affixed his signature and the date thereto, and ordered that the same be recorded.

/s/ Steve Austin
 Steve Austin, Mayor
 January 26, 2016

ATTEST:
 Maree Collins, City Clerk

MUNICIPAL ORDER 02-16:

MUNICIPAL ORDER APPROVING AMENDED ARCHITECTURAL SERVICES CONTRACT WITH HAFER ASSOCIATES PC OF EVANSVILLE, INDIANA FOR CITY'S PUBLIC SERVICES FACILITY, AND AUTHORIZING MAYOR TO EXECUTE THE AMENDED CONTRACT ON BEHALF OF CITY

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert Mills, to adopt this municipal order approving an Amended Architectural Services Contract with Hafer PSC (formerly Hafer Associates PC) for design and construction of a Municipal Services facility.

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on January 26, 2016

The vote was called. On roll call, the vote stood:

- Commissioner Hite ----- Aye:
- Commissioner Royster ---- Aye:
- Commissioner Mills ----- Aye:
- Commissioner Johnston --- Aye:
- Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the Municipal Order adopted, affixed his signature and the date thereto, and ordered that the same be recorded.

/s/ Steve Austin
Steve Austin, Mayor
January 26, 2016

ATTEST:
Maree Collins, City Clerk

MUNICIPAL ORDER 03-16

MUNICIPAL ORDER APPROVING THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HENDERSON AND URS CORPORATION NEVADA FOR THE HENDERSON RIVERFRONT MASTER PLAN PHASE IV PROJECT IN THE TOTAL AMOUNT OF \$139,455.00

MOTION by Commissioner Jan Hite, seconded by Commissioner Jesse Johnston, that the municipal order approving the Master Agreement for Professional Services between the City of Henderson and URS Corporation Nevada for the Henderson Riverfront Master Plan Phase IV Project in the total amount of \$139,455.00.

MR. NEWMAN, Assistant City Manager, noted that the purchase of the Borax Drive property ties in with the last phase of the Riverfront Projects. The proposed plan is to develop a master plan for the site that will include the possible subdivision of the property and give transportation and river access as well as provide utility and infrastructure upgrades.

COMMISSIONER MILLS asked if that property would be immediately available on various economic development sites.

MR. NEWMAN indicated that with the approval of a master plan it would allow them to get there, but currently no.

MRS. KELSEY noted that this property is in the county and will be annexed along with some HWU property as one complete annexation of the area.

VERBATIM OF MEETING DISCUSSION ON TAPE

The vote was called. On roll call, the vote stood:

- Commissioner Hite ----- Aye:
- Commissioner Royster ---- Aye:
- Commissioner Mills ----- Aye:
- Commissioner Johnston --- Aye:
- Mayor Austin ----- Aye:

WHEREUPON, Mayor Austin declared the Municipal Order adopted, affixed his signature and the date thereto, and ordered that the same be recorded.

/s/ Steve Austin
Steve Austin, Mayor
January 26, 2016

ATTEST:
Maree Collins, City Clerk

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular _____ *Meeting on* January 26, 2016

CITY MANAGER'S REPORT:

MR. SIGHTS reminded everyone that the Board of Commissioners would not meet again until the February 16th work session where the mid-year budget status would be presented for review. Finance Director Robert Gunter will be prepared to present that along with several department requests so that the appropriation ordinance can be amended based on things that have come up since the budget was prepared.

COMMISSIONER'S REPORTS:

COMMISSIONER HITE noted that this, the primary filing deadline day, was a bittersweet day as she recognized and publicly congratulated all who entered the primary race to serve the community as she will not be running again. She further indicated that she will miss serving but notes that she still has the rest of the year remaining. She then thanked all those running for stepping up and doing what they think best to improve the community.

COMMISSIONER ROYSTER proposed a review of City Manager Russell Sights contract renewal term. The contract will automatically renew in May unless written notification is sent prior to the renewal deadline. Mayor Austin directed City Attorney Kelsey to forward copies of the contract to the Board for review and to make appropriate notification under the contract.

COMMISSIONER MILLS expressed his excitement for the new municipal services facility drawings. He has been in and out the proposed building several times in the past year and thinks it will be very good for increasing employee morale. He also thanked everyone involved for the amount of time put into the project and meetings it has taken over the past ten years to bring this to this point. He indicated it is very exciting to see.

Mayor Austin added that there have been a lot of ups and downs during those ten years. It is nice to be able now to say that we can afford to do this and that it will be a good value for our community. He also indicated that he is proud and appreciative of all of the hard work that City staff and Jeff Justice and his team have put into the project. He then inquired as to a potential time frame that the city might start to locate our people there.

Mr. Justice indicated that it is hard to say until there is a signed contract and then the contractor will be able to give a more definitive date. It is an estimated eight month time frame for construction.

Mr. Newman clarified the intention is to have all final comments back as soon as possible to have 100% drawing completed and have the bid packets go out by the targeted date in mid February. Bids would then be opened in time for the first meeting in March with a recommendation for award of a contract. That should keep the project completion date before the end of the year.

Commissioner Mills asked to have discussions about the masonry through e-mail to not hold up the process.

Mr. Sights assured Commissioner Mills that with his request being an add-on alternative that it shouldn't be an issue.

COMMISSIONER JOHNSTON commended public works for such a quick clean up on the last snow. He indicated that he had received a number of compliments from people on what a good job public works had done removing the snow. He applauded public works for their good work and said for them to keep it up!

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular *Meeting on* January 26, 2016

Mayor Austin added that public works did a good job, especially with removing the snow from the middle of the streets which is a big help to pedestrians as well as when it all starts to melt.

Commissioner Hite concurred that public works has done an incredible job with the streets this year and even law enforcement had cars strategically parked to help people while on their commute to work.

EXECUTIVE SESSION: PERSONNEL

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert Mills to go into Executive Session pursuant to the provisions of KRS 61.810(1) (f) for the discussions or hearings that might lead to the appointment, discipline, or dismissal of an individual employee.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
 Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Mayor Austin ----- Aye:

MEETING RECONVENED:

MOTION by Commissioner Jan Hite, seconded by Commissioner Jesse Johnston, the Board of Commissioners reconvened in regular session.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
 Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Mayor Austin ----- Aye:

MUNICIPAL ORDER 04-16

MUNICIPAL ORDER APPROVING APPOINTMENT BY CITY MANAGER OF DONNA B. STINNETT AS THE PUBLIC INFORMATION OFFICER AND APPROVAL OF EMPLOYMENT AGREEMENT, AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT ON BEHALF OF CITY CONTINGENT ON THE SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT SCREENINGS

MOTION by Commissioner Jan Hite, seconded by Commissioner X R. Royster, to adopt the municipal order approving appointment of Donna B. Stinnett as Public Information Officer and approving an Employment Agreement on behalf of the City contingent upon the successful completion of pre-employment screenings.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
 Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Mayor Austin ----- Aye:

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular _____ *Meeting on* January 26, 2016

WHEREUPON, Mayor Austin declared the Municipal Order adopted, affixed his signature and the date thereto, and ordered that the same be recorded.

/s/ Steve Austin
Steve Austin, Mayor
January 26, 2016

ATTEST:
Maree Collins, City Clerk

MEETING ADJOURN:

MOTION by Commissioner Robert Mills, seconded by Commissioner Jan Hite, to adjourn the meeting.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Aye:
Mayor Austin ----- Aye:

WITHOUT OBJECTION, Mayor Austin declared the Meeting adjourned at approximately 6:50 p.m.

ATTEST:

Steve Austin, Mayor
February 23, 2016

Maree Collins, City Clerk

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Special Called Meeting on February 16, 2016

A Called Meeting of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, February 16, 2016, at 5:15 p.m., in the third floor Assembly Room, Municipal Center, 222 First Street, Henderson, Kentucky.

There were present the Honorable Steve Austin, Mayor, presiding.

PRESENT:

- Commissioner Jan Hite
Commissioner X R. Royster, III
Robert M. (Robby) Mills
Commissioner Jesse Johnston, IV

ALSO PRESENT:

- Mr. Russell R. Sights, City Manager
Mr. William L. (Buzzy) Newman, Jr., Assistant City Manager
Mrs. Dawn Kelsey, City Attorney
Ms. Maree Collins, City Clerk
Mr. Robert Gunter, Finance Director
Mr. Paul Titzer, Assistant Finance Director
Mr. John Stier, Accounting Manager
Mr. Brian Williams, Public Works Director
Mr. Greg Nunn, Information Technology Director
Mr. Owen Reeves, Gas System Director
Mr. Charles Stauffer, Police Chief
Mr. Scott Foreman, Fire Chief
Mr. Connie Galloway, Human Resources Director
Mrs. Donna Stinnett, Public Information Officer
Mr. Trace Stevens, Parks & Recreation Director
Mr. Brian Bishop, Planning Director
Mr. Mike Richardson, Police Reserve Officer
Ms. Erin Schmitt, the Gleaner

REPORT: MAYOR AUSTIN introduced Mr. Owen Reeves, Gas System Director to report on the Public Energy Authority of Kentucky’s Resolution # 16-01 authorizing the purchase of prepaid natural gas from Clarke-Mobile Counties Gas District and the project details.

Mr. Reeves gave a brief overview of the project, explaining that Clarke-Mobile Counties Gas District is entering into a prepaid gas supply agreement with Black Belt Energy District which has developed a project to acquire long-term gas supplies from the Royal Bank of Canada pursuant to a Prepaid Natural Gas Sales Agreement to meet a portion of the requirements of CMC and certain other public gas distribution systems and joint action agencies. He further explained that on Monday, February 8, 2016, the Board of Directors of the Public Energy Authority of Kentucky (PEAK) voted to authorize PEAK to enter into a 30 year gas supply agreement with Clarke-Mobile Counties Gas District (CMC). Under the agreement, PEAK shall purchase not more than 5,000 MMBtu per day. Though not specifically designated, it is anticipated that Henderson Municipal Gas System will receive approximately 1,000 MMBtu a day from this quantity.

MOTION by Commissioner X R. Royster, seconded by Commissioner Jan Hite, to accept the report relating to a PEAK prepaid natural gas purchase as presented by Gas System Director Owen Reeves.

The vote was called. On roll call, the vote stood:

- Commissioner Hite ----- Aye:
Commissioner Royster ----- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston ----- Aye:
Mayor Austin ----- Aye:

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Special Called Meeting on February 16, 2016

WHEREUPON, Mayor Austin declared acceptance of the report.

/s/ Steve Austin
Steve Austin, Mayor
February 16, 2016

ATTEST:
Maree Collins, City Clerk

MEETING RECESS: MAYOR AUSTIN called a recess to open the 5:30 p.m. regularly scheduled work session.

MEETING RECONVENED FROM RECESS:

MAYOR AUSTIN called the meeting into session from recess.

EXECUTIVE SESSION: PERSONNEL

MOTION by Commissioner Royster, seconded by Commissioner Hite to go into Executive Session pursuant to the provisions of KRS 61.810(1)(f) for the discussions or hearings that might lead to the appointment, discipline, or dismissal of an individual employee or member.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
Commissioner Royster ----- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston ----- Aye:
Mayor Austin ----- Aye:

MEETING RECONVENE:

MOTION by Commissioner Royster, seconded by Commissioner Mills, the Board of Commissioners reconvened in regular session.

The vote was called. On roll call, the vote stood:

Commissioner Hite ----- Aye:
Commissioner Royster ----- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston ----- Aye:
Mayor Austin ----- Aye:

MEETING ADJOURN: Motion by Commissioner Royster, seconded by Commissioner Hite, to adjourn the meeting.

WITHOUT OBJECTION: The meeting adjourned at approximately 7:55 p.m.

ATTEST:

Steve Austin, Mayor
February 23, 2016

Maree Collins, City Clerk

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Work Session Meeting on _____ February 16, 2016

A Work Session of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, February 16, 2016, at 5:30 p.m. in the third floor Assembly Room, Municipal Center, 222 First Street, Henderson, Kentucky.

There were present the Honorable Steve Austin, Mayor, presiding.

PRESENT:

Commissioner Jan Hite
 Commissioner X R. Royster, III
 Commissioner Robert M. (Robby) Mills
 Commissioner Jesse Johnston, IV

ALSO PRESENT:

Mr. Russell R. Sights, City Manager
 Mr. William L. (Buzzy) Newman, Jr., Assistant City Manager
 Mrs. Dawn Kelsey, City Attorney
 Ms. Maree Collins, City Clerk
 Mr. Robert Gunter, Finance Director
 Mr. Paul Titzer, Assistant Finance Director
 Mr. John Stier, Accounting Manager
 Mr. Brian Williams, Public Works Director
 Mr. Greg Nunn, Information Technology Director
 Mr. Owen Reeves, Gas System Director
 Mr. Charles Stauffer, Police Chief
 Mr. Scott Foreman, Fire Chief
 Mr. Connie Galloway, Human Resources Director
 Mrs. Donna Stinnett, Public Information Officer
 Mr. Trace Stevens, Parks & Recreation Director
 Mr. Brian Bishop, Planning Director
 Mr. Mike Richardson, Police Reserve Officer
 Erin Schmitt, *the Gleaner*

THE FOLLOWING AGENDA ITEMS WERE DISCUSSED:

1. Fiscal Year 2016 Mid-Year Budget Review

MEETING ADJOURN:

MOTION by Commissioner Hite, seconded by Commissioner Royster to adjourn.

The vote was called. On roll call, the vote stood:

Commissioner Hite -----	Aye:
Commissioner Royster -----	Aye:
Commissioner Mills -----	Aye:
Commissioner Johnston -----	Aye:
Mayor Austin -----	Aye:

WHEREUPON Mayor Austin declared the work session adjourned at approximately 7:10 p.m.

ATTEST:

 Steve Austin, Mayor
 February 23, 2016

 Maree Collins, City Clerk

City Commission Memorandum
16-24

February 16, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: 2017 Highway Safety Grant

The accompanying resolution authorizes the submission of grant funding, and acceptance if awarded, in the amount of \$30,497.00 under the Federal Highway Safety Program for the 2017 federal grant year. The purpose of this grant program is to enhance highway safety in Kentucky and may be used for a variety of needs, including equipment and overtime costs.

The program requires each organization to provide information about highway safety problems in their area and propose a plan to reduce crashes, fatalities, and injuries using the Kentucky Office of Highway Safety's statewide goals and objectives. The grant funds would be used to purchase three hand-held radar units, three preliminary breath test units and mandatory training; and to pay overtime for additional traffic enforcement activities in high traffic accident areas.

This is a reimbursement-based grant with no match required.

The application deadline is February 29, 2016. Your approval of the attached resolution is requested.

c: Charles Stauffer
Robert Gunter

POLICE DEPARTMENT MEMORANDUM
16-12

February 10, 2016

TO: Russell Sights
City Manager

FROM: Chip Stauffer
Chief of Police

SUBJECT: Highway Safety 2017 Fiscal Year Grant Application

I am requesting commission approval for application of a Federal Highway Safety Grant for the 2017 fiscal year in the amount of \$30,497. Application deadline is close of business on February 29, 2016.

Law enforcement agencies may use grant funds for a variety of highway safety needs, including equipment and overtime costs. If awarded, funds would be used to purchase three (3) handheld radar units at a total cost of \$3,570.00, and three (3) Preliminary Breath Test units at a total cost of \$927.00. A fee of \$1,000.00 will be utilized to attend the mandatory training. The remaining \$25,000 would be utilized to pay overtime costs for additional traffic enforcement activities in high traffic accident areas. There is no required match for this grant.

Please advise if I may provide any additional information.



Chip Stauffer
Chief of Police

CHS/wds

HENDERSON POLICE DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE

TO: Chief Stauffer

FROM: Major Piller 

DATE: 2-2-2016

REF: Grant Request

Name: 2017 Fiscal Year Highway Safety Grant

Due: Grant must be emailed by February 29, 2016

Grant Period: October 1, 2016 – September 30, 2017

Match: No match required.

Grant Amount: \$30,497.00

Information: We are requesting equipment and overtime expense in this year's grant application. The equipment being requested includes 3 Hand-Held Radar Units at a cost of \$3,570.00 and 3 Preliminary Breath Test units at a cost of \$927.00. The total requested for the mandatory training conference is \$1000. The total requested for overtime is \$25,000. The total requested in this grant application is \$30,497.00.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF GRANT APPLICATION TO TRANSPORTATION CABINET, KENTUCKY OFFICE OF HIGHWAY SAFETY, IN THE AMOUNT OF \$30,497.00 FOR THE POLICE DEPARTMENT, AND ACCEPTANCE OF GRANT IF AWARDED

WHEREAS, the Transportation Cabinet, Kentucky Office of Highway Safety, offers grants to local law enforcement agencies for a variety of highway safety needs, including equipment and overtime costs; and

WHEREAS, the City desires to apply for grant funds for use by the police department for such purposes, and the City Manager recommends that a grant application be made.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is accepted, and that submittal of a grant application through the Transportation Cabinet, Kentucky Office of Highway Safety, in the amount of \$30,497.00, is hereby approved; and

BE IT FURTHER RESOLVED, that the City accepts the grant should it be awarded, and authorizes the Mayor to execute all documents necessary to effectuate the application and acceptance of the grant.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____	Commissioner Johnston _____
Commissioner Royster _____	Mayor Austin _____
Commissioner Mills _____	

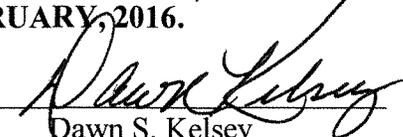
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 16 DAY OF FEBRUARY, 2016.

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-25

February 16, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager *RS*

SUBJECT: 2016 Highway Safety Traffic Enforcement Incentive Grant

The accompanying resolution authorizes the submission of grant funding, and acceptance if awarded, in the amount of \$50,000.00 under the Federal Highway Safety Traffic Enforcement Incentive Grant Program for the 2016 federal grant year.

The Kentucky Transportation Cabinet is hosting a grant for a Traffic Enforcement Vehicle providing \$38,000.00 for a Ford Mustang traffic unit and \$12,000.00 for equipment. Only current Highway Safety Awardees are eligible for the grant. The grant winner will be randomly selected during the 2016 Lifesaver's conference.

This is a reimbursement-based grant with no match required.

The application deadline is February 29, 2016. Your approval of the attached resolution is requested.

c: Charles Stauffer
Robert Gunter

POLICE DEPARTMENT MEMORANDUM
16-13

February 10, 2016

TO: Russell Sights
City Manager

FROM: Chip Stauffer
Chief of Police

SUBJECT: 2016 Highway Safety Traffic Enforcement Incentive Grant Application

I am requesting commission approval for application of a 2016 Highway Safety Traffic Enforcement Incentive Grant in the amount of \$50,000. This is a reimbursement grant. Application deadline is close of business on February 29, 2016.

Only current Highway Safety Awardees are eligible for this grant, which will provide \$38,000 for a Ford Mustang traffic unit and \$12,000 for equipment. One grant winner will be selected at random at the 2016 Lifesaver's conference. The vehicle can only be used for traffic enforcement, school events, and parades but not for routine patrol.

Please advise if I may provide any additional information.



Chip Stauffer
Chief of Police

CHS/wds

HENDERSON POLICE DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE

TO: Chief Stauffer

FROM: Major Piller *J*

DATE: 2-5-2016

REF: Grant Request

Name: 2016 Highway Safety Traffic Enforcement Incentive

Due: Grant must be emailed by February 29, 2016

Grant Period: Grant awarded at the Lifesavers Conference in March

Match: No match required.

Grant Amount: \$50,000

Information: The Kentucky Transportation Cabinet is hosting a grant for a Traffic Enforcement Vehicle. This grant is only open to current Highway Safety Awardees. The grant provides \$38,000 for a Ford Mustang traffic unit and \$12,000 for equipment. These dollar amounts were provided by the Office of Highway Safety and no quotes were provided. The grant is a reimbursement grant. One grant winner will be selected at random at this year's Lifesavers conference. The vehicle can only be used for traffic enforcement, school events, and parades but not for routine patrol.

2/8/16 - Recommendation for Consent Agenda

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2016 HIGHWAY SAFETY TRAFFIC ENFORCEMENT AND INCENTIVE APPLICATION TO TRANSPORTATION CABINET, KENTUCKY OFFICE OF HIGHWAY SAFETY, IN THE AMOUNT OF \$50,000.00 FOR THE POLICE DEPARTMENT, AND ACCEPTANCE OF GRANT IF AWARDED

WHEREAS, the Transportation Cabinet, Kentucky Office of Highway Safety is hosting a grant for a Traffic Enforcement Vehicle to current Highway Safety Awardees, which grant provides \$38,000 for a Ford Mustang traffic unit and \$12,000 for equipment; and

WHEREAS, the City desires to apply for such grant which is a reimbursement grant with only one grant winner being selected, and the City Manager recommends that a grant application be made.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is accepted, and that submittal of the 2016 Highway Safety Traffic Enforcement and Incentive a grant application through the Transportation Cabinet, Kentucky Office of Highway Safety, in the amount of \$50,000.00 for a traffic enforcement vehicle, is hereby approved; and

BE IT FURTHER RESOLVED, that the City accepts the grant should it be awarded, and authorizes the Mayor to execute all documents necessary to effectuate the application and acceptance of the grant.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

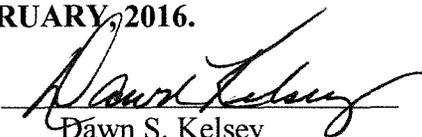
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 17TH DAY OF FEBRUARY, 2016.

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-39

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

RE: Revised Sections 23-27.4, 23-27.5, and 23-98 of the Sewer Use Ordinance

An item for the agenda of Tuesday, February 23, 2016, is final reading of an ordinance amending Sections 23-27.4 and 23-27.5 of Division 2, *Sewer Use Regulations*, of Article II, *Water and Sewer Service* and Section 23-98 of Article V, *Rates and Charges* of the City's Code of Ordinances.

The proposed changes include clarification addressing the Municipal Separate Storm Sewer System (MS4)-depositing material on streets, rights of way, and drainage systems; formalizing stormwater management system maintenance agreements by requiring a note or clause on the face of a final recorded plat; and requiring a property owner outside the City limits to agree not to oppose annexation in order to obtain water service, similar to the agreement for sewer service currently in force.

The proposed changes are scheduled on the Monday, January 25, 2016 called Water & Sewer Board meeting agenda. Henderson Water Utility staff requested this item be placed on our agenda to expedite the process.

c: Tom Williams, HWU General Manager

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

MANAGED BY THE WATER & SEWER COMMISSION OF THE CITY OF HENDERSON

TOM WILLIAMS, P.E.
GENERAL MANAGER

Date: 15 January 2016

Memo To: HWU Board & City Board of Commissioners

From: Tom Williams, P.E.
General Manager

Subject: Chapter 23 City Code of Ordinances - Revisions to Three Sections

Attached you will find proposed revisions to the City's Sewer Use Ordinance (SUO), detailing changes to three sections. A brief discussion follows.

In our 2011 revisions to the SUO, we added several sections addressing the Municipal Separate Storm Sewer System (MS4). Section 23-27.4 dealt with depositing material on streets or drainage systems, and dealt only with the separate storm sewer areas. In practice, we have found that these restrictions are applicable to the combined sewer areas, since we would like to keep pollutants, yard waste, etc., out of the inlets in the combined system, too. Also, in practice, it's hard to make the public aware of the lines between the MS4 and combined systems. Adding clarification will make this easier to enforce.

In Section 23-27.5 (i), we specify how future maintenance of a private stormwater facility will be guaranteed. Previously, we had thought that a land use restriction would be the best way to do that, but have found in practice that a formal agreement, or a note on the face of a plat, is a better way to handle this. Insuring future maintenance of privately installed stormwater treatment (quality) facilities is a requirement of our State-issued MS4 permit.

In Section 23-98 (e), we have previously required a property owner outside the City limits to agree to a waiver of annexation, in order to obtain wastewater service. The main change to this section we are proposing is to also require that for any customer requesting water service. This closes a small loophole that was recently encountered. The other changes in this section are minor semantics, or bring the section into compliance with current practice.

We will ask for HWU Board approval of these changes at the January Meeting on the 25th, and will get them on the agenda for City Commission approval as soon as possible after that.

In the meantime, if you have any questions or need further information on this subject, please feel free to call me at 270.869.6621 (Office) or 270.823.2573 (Cell).

Cc: Russell Sights, City Manager
Buzzy Newman, Asst. City Manager
Dawn S. Kelsey, City Attorney

**HENDERSON WATER AND SEWER COMMISSION
RESOLUTION OF THE BOARD OF COMMISSIONERS**

Resolution No. 2016-01

The following Resolution was duly adopted by the Board of Commissioners of the Henderson Water & Sewer Commission at a regular meeting held on Monday, 25 January 2016, at which meeting a quorum was present.

BE IT RESOLVED, that the Henderson Water and Sewer Commission by and through its Board of Commissioners under the authority granted to the Board of Commissioners under Chapter 23 Article II Division 3 Sections 23-36 through 23-45.1 of the City Code of Ordinances hereby recommends to the Board of Commissioners of the City of Henderson, Kentucky, that the City of Henderson enact and adopt revisions to portions of Article II and Article V of Chapter 23 of the City Code of Ordinances, commonly referred to as the "Sewer Use Ordinance", incorporating changes to Depositing Material on Streets, Rights of Way, and Drainage Systems; Maintenance of Stormwater Drainage Systems and Control Devices; Water & Sewer Charges; and Provision of Water and Wastewater Service Outside the City, as well as minor semantic and grammatical changes as recommended by the staff of the Water and Sewer Commission, and herewith transmitted to the City by attachment to this resolution.

These changes will become effective upon the date of adoption by the Board of Commissioners of the City of Henderson, Kentucky.

The General Manager is hereby authorized to deliver this Resolution to the City of Henderson.

IN WITNESS WHEREOF, having come before the Board of Commissioners on Monday, 25
January 2016, and upon Motion made by Commissioner _____, and seconded by
Commissioner _____, the Board of Commissioners voted as follows:

	<u>AYE</u>	<u>NAY</u>
Commissioner, Paul Bird	_____	_____
Commissioner, George Jones	_____	_____
Commissioner, John Henderson	_____	_____
Commissioner, Gary Jennings	_____	_____
Commissioner, Julie Wischer	_____	_____

Tom Williams, P.E.
General Manager
Henderson Water Utility

ARTICLE II. WATER AND SEWER SERVICE

DIVISION 2. SEWER USE REGULATIONS

Sec. 23-27.4 **Depositing material on streets, rights of way, drainage systems; Post construction stormwater management in new development, redevelopment, and existing systems.**

- (a) *Depositing of material in ~~{public and/or private systems}~~ streets, rights of way, or drainage systems.* It shall be a violation of this chapter for any person to do, or permit, authorize or direct another person to do, any of the following:
1. Erect, construct, deposit, or plant, any building, outbuilding, shed, fence, playground equipment, concrete, landscape berm, trees, bushes, shrubs, flowers, rocks, dirt, or any other substance or structure that covers, alters, obstructs, impairs or encroaches on the MS4 or any private stormwater system, unless such activity is authorized by the General Manager.
 2. Deposit any concrete, pollutants, building materials, or yard waste on the surface of any street or alley located within public right-of-way that drains into the combined sewer system, the MS4, or any private stormwater system.
 3. Cover, alter, excavate, fill, divert, obstruct, impair, or encroach on any portion of the MS4 or any private stormwater system.
 - 3.4. ~~{, or d}~~ Deposit or place any solid waste, debris, yard waste, pollutants, wastewater ~~{(sewage)}~~, concrete, building materials, tires, appliances, animal waste or carcasses, or any other substance, material or obstruction of any kind in an open ditch, sewer, stormwater inlet or catch basin, manhole, curb and gutter, or over, under, or across any portion of the MS4 or any private stormwater system.
- (b) *Construction of private storm water drainage systems.* All private storm water drainage and treatment systems shall be in place, functioning, and certified by a Kentucky licensed professional engineer prior to the occupation of any property improvements by the owner. It shall be unlawful for any person to refuse to construct any part of a private storm water drainage or treatment system or component that has been required by the City of Henderson or the Henderson City – County Planning Commission on any development plan or site plan.
- (c) *Maintenance of private storm water drainage systems.* The owner of the property on which the private storm water drainage system is located, which includes but is not limited to the conveyance system, treatment system or detention/retention basin, shall, at the written request of HWU, employ a Kentucky licensed professional engineer to certify that the private storm sewer system is being maintained at the level of service for which it was originally designed. If a determination is made by HWU that the property owner is not maintaining the private system at or above the level of service indicated in the original design, a notice of deficiency shall be issued and

enforcement initiated. It shall be unlawful for any person to refuse to maintain any part of a private storm sewer system that has been approved by the City of Henderson or the Henderson City – County Planning Commission as part of any development or site plan. The system shall be maintained at all times to the level of service for which it was designed.

(Ord. No. 06-11, 3-22-11; Ord. No. 33-12, 12-11-2012)

Sec. 23-27.5 Maintenance of Stormwater Drainage Systems and Control Devices.

- (a) Where a public drainage easement for a public stormwater drainage system exists, the private property owner is responsible for non-structural maintenance of any ditch, channel, detention/retention basin, or any other stormwater conveyance, treatment or control device located on the owner's property, including but not limited to mowing the area (including any embankment or slope), removing small debris that accumulates in the system including litter and yard waste, sodding or seeding bare areas, (including any embankment or slope), and maintenance of landscape items, such as trees and shrubs.
- (b) Where a public drainage easement for a public stormwater drainage system exists, and public stormwater system components have been accepted for maintenance by the City, the City is responsible for: all structural repairs; maintaining the integrity of any embankment and the structural items in the easement, including concrete, pipe, gabions, stone, spillways, headwalls; repairing eroded areas in the easement that threaten the stability of an embankment; repairing paved ditches and inlet structures in the easement; removing excess silt that affects the functionality of the stormwater drainage system; and removing trees, brush, or large debris that obstructs any outlet pipes, spillways or drainageways or any portion of the stormwater drainage system.
- (c) Where no public easement exists, the property owner is responsible for maintenance of any ditch, channel, detention/retention basin, or any other stormwater conveyance, treatment or control device located on the owner's property, including but not limited to: mowing the area (including any embankment or slope); removing debris that accumulates in the system including litter and yard waste; sodding or seeding bare areas (including any embankment or slope); maintaining any landscaped areas such as trees and shrubs; all structural repairs; maintaining the integrity of any embankment and structural items including concrete, pipe, gabions, stone, spillways and headwalls; repairing eroded areas on the embankment that threaten the stability of the embankment; repairing paved ditches and inlet structures in the basin, removing excess silt that affects the functionality of the stormwater control device as directed by the City, and removing large debris that obstructs any drainageway.
- (d) No trees shall be planted on any dam, berm or levee associated with a public stormwater drainage system.

- (e) No structures or equipment including but not limited to, fences, gazebos, swimming pools or buildings shall be placed in a public drainage easement, except as allowed by permit issued by the City.
- (f) No fill dirt shall be placed in a public drainage easement without prior approval by the City.
- (g) The owner of any property shall ensure that no equipment, structure, material, or substances are located in the easement that may adversely affect the performance of a stormwater drainage system in controlling stormwater quantity or that adversely affect water quality.
- (h) Nothing herein shall preclude the City from assuming responsibility to maintain any stormwater drainage system pursuant to contract, easement, or other legal arrangement.
- (i) Maintenance and repair of detention/retention basins and other stormwater conveyance, treatment or control devices located on private property is the responsibility of the property owner who shall ensure the facilities are operating as intended. Property owners shall address requirements for continuing maintenance and repair of stormwater treatment or control devices through a note or clause on the face of a final recorded plat, or the ~~filing of a certificate of land use restriction~~ execution of a stormwater management system maintenance agreement, recorded in the office of the county court clerk at the expense of the property owner.
- (j) The owner of any property may be notified in writing by the City of any problems or maintenance or repairs that must be addressed or corrected in stormwater conveyance, treatment or control devices, or in stormwater basins, such as removing debris from a basin, repairing eroded areas on the embankment, replacing a crushed pipe, repairing or replacing a stormwater BMP, or improving embankment stability. Such notification shall include a time limit for correction of deficiencies, after which time enforcement shall be initiated. The scale of enforcement actions will be as detailed in the appropriate HWU Enforcement Response Plan.

(Ord. No. 06-11, 3-22-11; Ord. No. 33-12, 12-11-2012; Ord. No. 20-14, 6-24-14)

ARTICLE V. - RATES AND CHARGES

Sec. 23-98. - Water and sewer charges.

- (a) *Special rates:*
 - (1) If the ~~{sewage, water}~~wastewater or other liquid wastes being discharged into the sewers from any building or premises is determined by ~~{the city}~~HWU to contain unduly high concentrations of any substances which add to the operating cost of the sewer facilities of HWU{the city}, HWU {the city} may establish special rates or charges as to such class of building or premises, or HWU {the city} may require the owner or other interested party to specially treat such sewage, water or other liquid wastes before it is discharged into the sewers.

- (2) ~~HWU{The city}~~ may establish rules and regulations regarding the use of the sewer facilities which may control the amount and characteristics of wastes permitted to be discharged therein where such quantities or characteristics may be injurious to the works or deleterious to their operation.
- (b) *Application for special classification.* Whenever it is determined by ~~HWU{the city}~~ to be necessary to classify any commercial institutions or industries by reason of the unusual purpose for which water is used or the character of the ~~{sewage, water}~~ wastewater or other liquid wastes discharged therefrom, or whenever the foregoing schedules or charges for any reason are not applicable, then ~~HWU{the city}~~ may establish special rates or other charges, and any person, being charged the foregoing rates and being dissatisfied therewith by reason of peculiar or unusual use or occupancy of any premises and consequently alleging peculiar or unusual uses of water, may file application with ~~HWU{the city}~~ for special classification, rates or charges.
- (c) Authority to revise rates. The rates or charges shall be revised from time to time as may be necessary in order that the city may comply with the covenants and undertakings securing the water and sewer revenue bonds of the city.
- (d) No free sewer service. No free use of the services and facilities of the sanitary sewers shall be granted or permitted to any sewer user, ~~{including}~~ excepting the city itself.
- (e) Provision of Water and Wastewater service, rates and charges outside city. There shall be monthly rates and charges for water and/or wastewater services rendered by ~~{the combined and consolidated system}~~HWU to customers and users outside the corporate limits of the city. The city owes no obligation to make water or wastewater service available to property located outside its corporate limits, and does not offer water or wastewater services to such property except under the following conditions:
- (1) Where such property is adjacent to or within reasonable distance of a water or wastewater main or line in the service area of ~~{the city}~~HWU's ~~{north (Drury Lane)}~~ water or wastewater ~~{treatment}~~plants, the owner of such property may make written application to the water and sewer commission for the privilege of connecting to such water and/or wastewater main or line. The application shall include a properly executed and notarized form consenting to annexation and the ~~{extension}~~provision of water and/or wastewater service shall be conditioned on the execution of a deed restriction for the property to be served not to oppose annexation. If, in the sole discretion of the water and sewer commission (each case to be judged on its own merits) such connection can be accommodated without exceeding the capacity of the main or line in question or causing other problems in the distribution, collection, ~~{transmission,}~~ or treatment systems and will be beneficial to the public health and welfare of the area, the water and sewer commission may approve the application subject to formal acceptance by the board of commissioners.

- (2) Where an existing private or publicly owned wastewater system is to be taken over in whole or in part by HWU{the city}, such system can be accepted following written application to and approval by the water and sewer commission and formal acceptance by the board of commissioners.
- (3) Where an existing private or publicly owned wastewater system desires to contract with HWU{the city} for wastewater services such contractual arrangements can be accepted following written application to and approval by the water and sewer commission and formal acceptance by the board of commissioners.

(Code 1968, §§ 51.09—51.12, 51.19, 51.31; Ord. No. 06-00, § 2, 1-25-00; Ord. No. 07-06, 4-11-06)

ORDINANCE AMENDING SEWER USE ORDINANCE

SUMMARY: AN ORDINANCE AMENDING ARTICLE II, *WATER AND SEWER SERVICE*, OF CHAPTER 23, *UTILITIES*, SEC. 23-27.4, SEC. 23-27.5, AND ARTICLE V, *RATES AND CHARGES*, SEC. 23-98, OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

WHEREAS, at its meeting on January 25, 2016, the Henderson Water and Sewer Commission recommended that the Board of Commissioners of the City of Henderson enact and adopt an amended Article II, *Water and Sewer Service*, of Chapter 23, *Utilities*, Sec. 23-27.4, Sec. 23-27.5, and Article V, Sec. 23-98, *Rates and Charges*, of the City's Code of Ordinances, commonly referred to as the "sewer use ordinance", a copy of which revised Article II and Article V of Chapter 23, is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED by the City of Henderson, Kentucky that the existing Article II, *Water and Sewer Service*, Sec. 23-27.4, Sec. 23-27.5, and Article V, *Rates and Charges*, Sec. 23-98, of Chapter 23, *Utilities* of the City's Code of Ordinances be and is hereby amended, and the revised Article II, *Water and Sewer Service* and Article V, *Water and Sewer Charges* of Chapter 23, *Utilities*, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and adopted.

All ordinances or parts of ordinances in conflict herewith are hereby repealed and superseded to the extent of such conflict.

This ordinance shall become effective upon its legal adoption.

On first reading of the foregoing ordinance, it was moved by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, that the ordinance be adopted on its first reading.

On roll call the vote stood:

Commissioner Hite	<u>AYE</u>	Commissioner Johnston	<u>AYE</u>
Commissioner Royster	<u>AYE</u>	Mayor Austin	<u>AYE</u>
Commissioner Mills	<u>AYE</u>		

WHEREUPON, Mayor Austin declared the ordinance adopted on first reading and ordered that it be presented for a second reading at a meeting of the Board of Commissioners.

On second reading of the ordinance, it was moved by Commissioner _____, seconded by Commissioner _____, that the ordinance be adopted.

PUBLICATION DATE: _____

FIRST READ: 1/26/2016

SECOND READ: _____

WHEREUPON, the vote was called. On roll call the vote stood:

Commissioner Hite _____	Commissioner Johnston _____
Commissioner Royster _____	Mayor Austin _____
Commissioner Mills _____	

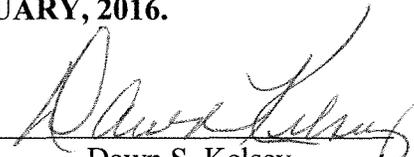
WHEREUPON, Mayor Austin declared the ordinance adopted, affixed his signature and the date and ordered that it be recorded.

 Steve Austin, Mayor
 Date: _____

ATTEST:

 Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 7 DAY OF JANUARY, 2016.

By: 
 Dawn S. Kelsey
 City Attorney

ARTICLE II. WATER AND SEWER SERVICE

DIVISION 2. SEWER USE REGULATIONS

Sec. 23-27.4 Depositing material on streets, rights of way, drainage systems: Post construction stormwater management in new development, redevelopment, and existing systems.

- (a) *Depositing of material in ~~{public and/or private systems}~~ streets, rights of way, or drainage systems.* It shall be a violation of this chapter for any person to do, or permit, authorize or direct another person to do, any of the following:
1. Erect, construct, deposit, or plant, any building, outbuilding, shed, fence, playground equipment, concrete, landscape berm, trees, bushes, shrubs, flowers, rocks, dirt, or any other substance or structure that covers, alters, obstructs, impairs or encroaches on the MS4 or any private stormwater system, unless such activity is authorized by the General Manager.
 2. Deposit any concrete, pollutants, building materials, or yard waste on the surface of any street or alley located within public right-of-way that drains into the combined sewer system, the MS4, or any private stormwater system.
 3. Cover, alter, excavate, fill, divert, obstruct, impair, or encroach on any portion of the MS4 or any private stormwater system.
 - 3.4. ~~{, or d}~~ Deposit or place any solid waste, debris, yard waste, pollutants, wastewater ~~{(sewage)}~~, concrete, building materials, tires, appliances, animal waste or carcasses, or any other substance, material or obstruction of any kind in an open ditch, sewer, stormwater inlet or catch basin, manhole, curb and gutter, or over, under, or across any portion of the MS4 or any private stormwater system.
- (b) *Construction of private storm water drainage systems.* All private storm water drainage and treatment systems shall be in place, functioning, and certified by a Kentucky licensed professional engineer prior to the occupation of any property improvements by the owner. It shall be unlawful for any person to refuse to construct any part of a private storm water drainage or treatment system or component that has been required by the City of Henderson or the Henderson City – County Planning Commission on any development plan or site plan.
- (c) *Maintenance of private storm water drainage systems.* The owner of the property on which the private storm water drainage system is located, which includes but is not limited to the conveyance system, treatment system or detention/retention basin, shall, at the written request of HWU, employ a Kentucky licensed professional engineer to certify that the private storm sewer system is being maintained at the level of service for which it was originally designed. If a determination is made by HWU that the property owner is not maintaining the private system at or above the level of service indicated in the original design, a notice of deficiency shall be issued and

ARTICLE II – WATER AND SEWER SERVICE
City of Henderson, Kentucky

enforcement initiated. It shall be unlawful for any person to refuse to maintain any part of a private storm sewer system that has been approved by the City of Henderson or the Henderson City – County Planning Commission as part of any development or site plan. The system shall be maintained at all times to the level of service for which it was designed.

(Ord. No. 06-11, 3-22-11; Ord. No. 33-12, 12-11-2012)

Sec. 23-27.5 Maintenance of Stormwater Drainage Systems and Control Devices.

- (a) Where a public drainage easement for a public stormwater drainage system exists, the private property owner is responsible for non-structural maintenance of any ditch, channel, detention/retention basin, or any other stormwater conveyance, treatment or control device located on the owner's property, including but not limited to mowing the area (including any embankment or slope), removing small debris that accumulates in the system including litter and yard waste, sodding or seeding bare areas, (including any embankment or slope), and maintenance of landscape items, such as trees and shrubs.
- (b) Where a public drainage easement for a public stormwater drainage system exists, and public stormwater system components have been accepted for maintenance by the City, the City is responsible for: all structural repairs; maintaining the integrity of any embankment and the structural items in the easement, including concrete, pipe, gabions, stone, spillways, headwalls; repairing eroded areas in the easement that threaten the stability of an embankment; repairing paved ditches and inlet structures in the easement; removing excess silt that affects the functionality of the stormwater drainage system; and removing trees, brush, or large debris that obstructs any outlet pipes, spillways or drainageways or any portion of the stormwater drainage system.
- (c) Where no public easement exists, the property owner is responsible for maintenance of any ditch, channel, detention/retention basin, or any other stormwater conveyance, treatment or control device located on the owner's property, including but not limited to: mowing the area (including any embankment or slope); removing debris that accumulates in the system including litter and yard waste; sodding or seeding bare areas (including any embankment or slope); maintaining any landscaped areas such as trees and shrubs; all structural repairs; maintaining the integrity of any embankment and structural items including concrete, pipe, gabions, stone, spillways and headwalls; repairing eroded areas on the embankment that threaten the stability of the embankment; repairing paved ditches and inlet structures in the basin, removing excess silt that affects the functionality of the stormwater control device as directed by the City, and removing large debris that obstructs any drainageway.
- (d) No trees shall be planted on any dam, berm or levee associated with a public stormwater drainage system.

ARTICLE II – WATER AND SEWER SERVICE
City of Henderson, Kentucky

- (e) No structures or equipment including but not limited to, fences, gazebos, swimming pools or buildings shall be placed in a public drainage easement, except as allowed by permit issued by the City.
- (f) No fill dirt shall be placed in a public drainage easement without prior approval by the City.
- (g) The owner of any property shall ensure that no equipment, structure, material, or substances are located in the easement that may adversely affect the performance of a stormwater drainage system in controlling stormwater quantity or that adversely affect water quality.
- (h) Nothing herein shall preclude the City from assuming responsibility to maintain any stormwater drainage system pursuant to contract, easement, or other legal arrangement.
- (i) Maintenance and repair of detention/retention basins and other stormwater conveyance, treatment or control devices located on private property is the responsibility of the property owner who shall ensure the facilities are operating as intended. Property owners shall address requirements for continuing maintenance and repair of stormwater treatment or control devices through a note or clause on the face of a final recorded plat, or the {filing of a certificate of land use restriction} execution of a stormwater management system maintenance agreement, recorded in the office of the county court clerk at the expense of the property owner.
- (j) The owner of any property may be notified in writing by the City of any problems or maintenance or repairs that must be addressed or corrected in stormwater conveyance, treatment or control devices, or in stormwater basins, such as removing debris from a basin, repairing eroded areas on the embankment, replacing a crushed pipe, repairing or replacing a stormwater BMP, or improving embankment stability. Such notification shall include a time limit for correction of deficiencies, after which time enforcement shall be initiated. The scale of enforcement actions will be as detailed in the appropriate HWU Enforcement Response Plan.

(Ord. No. 06-11, 3-22-11; Ord. No. 33-12, 12-11-2012; Ord. No. 20-14, 6-24-14)

ARTICLE V. - RATES AND CHARGES

Sec. 23-98. - Water and sewer charges.

- (a) *Special rates:*
 - (1) If the ~~{sewage, water}~~wastewater or other liquid wastes being discharged into the sewers from any building or premises is determined by ~~{the city}~~HWU to contain unduly high concentrations of any substances which add to the operating cost of the sewer facilities of HWU~~{the city}~~, HWU~~{the city}~~ may establish special rates or charges as to such class of building or premises, or HWU~~{the city}~~ may require the owner or other interested party to specially treat such sewage, water or other liquid wastes before it is discharged into the sewers.

ARTICLE II – WATER AND SEWER SERVICE
City of Henderson, Kentucky

(2) HWU~~{The city}~~ may establish rules and regulations regarding the use of the sewer facilities which may control the amount and characteristics of wastes permitted to be discharged therein where such quantities or characteristics may be injurious to the works or deleterious to their operation.

(b) *Application for special classification.* Whenever it is determined by HWU~~{the city}~~ to be necessary to classify any commercial institutions or industries by reason of the unusual purpose for which water is used or the character of the ~~{sewage, water}~~ wastewater or other liquid wastes discharged therefrom, or whenever the foregoing schedules or charges for any reason are not applicable, then HWU~~{the city}~~ may establish special rates or other charges, and any person, being charged the foregoing rates and being dissatisfied therewith by reason of peculiar or unusual use or occupancy of any premises and consequently alleging peculiar or unusual uses of water, may file application with HWU~~{the city}~~ for special classification, rates or charges.

(c) Authority to revise rates. The rates or charges shall be revised from time to time as may be necessary in order that the city may comply with the covenants and undertakings securing the water and sewer revenue bonds of the city.

(d) No free sewer service. No free use of the services and facilities of the sanitary sewers shall be granted or permitted to any sewer user, ~~{including}~~ excepting the city itself.

(e) Provision of Water and Wastewater service, rates and charges outside city. There shall be monthly rates and charges for water and/or wastewater services rendered by ~~{the combined and consolidated system}~~ HWU to customers and users outside the corporate limits of the city. The city owes no obligation to make water or wastewater service available to property located outside its corporate limits, and does not offer water or wastewater services to such property except under the following conditions:

(1) Where such property is adjacent to or within reasonable distance of a water or wastewater main or line in the service area of ~~{the city}~~ HWU's ~~{north (Drury Lane)}~~ water or wastewater ~~{treatment}~~ plants, the owner of such property may make written application to the water and sewer commission for the privilege of connecting to such water and/or wastewater main or line. The application shall include a properly executed and notarized form consenting to annexation and the ~~{extension}~~ provision of water and/or wastewater service shall be conditioned on the execution of a deed restriction for the property to be served not to oppose annexation. If, in the sole discretion of the water and sewer commission (each case to be judged on its own merits) such connection can be accommodated without exceeding the capacity of the main or line in question or causing other problems in the distribution, collection, ~~{transmission, }~~ or treatment systems and will be beneficial to the public health and welfare of the area, the water and sewer commission may approve the application subject to formal acceptance by the board of commissioners.

ARTICLE II – WATER AND SEWER SERVICE
City of Henderson, Kentucky

- (2) Where an existing private or publicly owned wastewater system is to be taken over in whole or in part by HWU{the city}, such system can be accepted following written application to and approval by the water and sewer commission and formal acceptance by the board of commissioners.
- (3) Where an existing private or publicly owned wastewater system desires to contract with HWU{the city} for wastewater services such contractual arrangements can be accepted following written application to and approval by the water and sewer commission and formal acceptance by the board of commissioners.

(Code 1968, §§ 51.09—51.12, 51.19, 51.31; Ord. No. 06-00, § 2, 1-25-00; Ord. No. 07-06, 4-11-06)

City Commission Memorandum
16-40

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Ordinance Regarding Continuity of Government During State of
Emergency – Henderson Water Utility

Enclosed for the Tuesday, February 23, 2016 agenda is final reading of an ordinance providing for the orderly succession of the office of the Henderson Water Utility leadership team in the event of absence, disability or inability of upper level employees to effectively manage and direct operations for response and recovery during an emergency or disaster.

Kentucky statutes require that each governing authority enact provision for the continuity of government throughout the duration of a state of emergency. This ordinance designates the orderly succession of the Henderson Water Utility leadership team during a state of emergency and allows the Henderson City/County Emergency Operations Plan be updated.

Your approval of the attached ordinance is requested.

c: Dawn Kelsey
Chief Charles "Chip" Stauffer
Chief Scott Foreman
Brian Williams
Owen Reeves
Tom Williams, HWU

**HENDERSON WATER AND SEWER COMMISSION
RESOLUTION OF THE BOARD OF COMMISSIONERS**

Resolution No. 2016-02

The following Resolution was duly adopted by the Board of Commissioners of the Henderson Water & Sewer Commission at a regular meeting held on Monday, 25 January 2016, at which meeting a quorum was present.

BE IT RESOLVED, that the Henderson Water and Sewer Commission by and through its Board of Commissioners under the authority granted to the Board of Commissioners under Chapter 23 Article II Division 3 Sections 23-36 through 23-45.1 of the City Code of Ordinances, hereby recommends to the Board of Commissioners of the City of Henderson, Kentucky, that the City of Henderson enact and adopt the plan outlined below for orderly succession of the Henderson Water Utility (HWU) leadership team in the event of the absence, disability or inability of upper level employees to effectively manage and direct operations for response and recovery during an emergency or disaster, as required by KRS 39D.030 and 39D.040.

HWU General Manager: In the event of absence, disability or inability of the HWU General Manager during an emergency or disaster, his duties and responsibilities shall be administered by an emergency interim successor, in the following order:

- 1) Chief Financial Officer,
- 2) Director of Engineering,
- 3) Director of Field Operations, and
- 4) Director of Plant Operations.

Chief Financial Officer: In the event of absence, disability or inability of the HWU Chief Financial Officer (CFO) during an emergency or disaster, his duties and

responsibilities shall be administered by an emergency interim successor, in the following succession order:

- 1) Director of Engineering,
- 2) Director of Plant Operations , and
- 3) Purchasing Manager.

Director of Field Operations: In the event of absence, disability or inability of the HWU Director of Field Operations during an emergency or disaster, his duties and responsibilities shall be administered by an emergency interim successor, in the following succession order:

- 1) Director of Plant Operations,
- 2) Utility System Superintendent, and
- 3) Assistant Utility System Superintendent.

Director of Plant Operations: In the event of absence, disability or inability of the HWU Director of Plant Operations during an emergency or disaster, his duties and responsibilities shall be administered by an emergency interim successor, in the following succession order:

- 1) Chief Operator, North Water Treatment Plant,
- 2) Chief Operator, North Wastewater Treatment Plant,
- 3) Chief Operator, South Water Treatment Plant, and
- 4) Chief Operator, South Wastewater Treatment Plant.

Director of Engineering: In the event of absence, disability or inability of the HWU Director of Engineering during an emergency or disaster, his duties and responsibilities shall be administered by an emergency interim successor, in the following succession order:

- 1) Director of Field Operations,
- 2) Chief Engineer, and
- 3) GIS Manager.

Emergency interim successors shall have the full power to exercise all powers of the office or position to which they succeed, and to commit HWU resources during a time of emergency or disaster if the person normally exercising the position is unavailable. If the preceding person becomes available, he or she shall resume the duties being performed by the emergency interim successor, unless he chooses to permit the emergency interim successor to remain in the position until relieved.

This plan will become effective upon the date of legal adoption by the Board of Commissioners of the City of Henderson, Kentucky.

The General Manager is hereby authorized to deliver this Resolution to the City of Henderson, and upon adoption by the City, to communicate the above plan to the Director of the Henderson Emergency Management Agency for incorporation into the Henderson Emergency Operations Plan.

IN WITNESS WHEREOF, having come before the Board of Commissioners on Monday, 25 January 2016, and upon Motion made by Commissioner _____, and seconded by Commissioner _____, the Board of Commissioners voted as follows:

	<u>AYE</u>	<u>NAY</u>
Commissioner, Paul Bird	_____	_____
Commissioner, George Jones	_____	_____
Commissioner, John Henderson	_____	_____
Commissioner, Gary Jennings	_____	_____
Commissioner, Julie Wischer	_____	_____

Tom Williams, P.E.
General Manager
Henderson Water Utility

ORDINANCE NO. 5-16

ORDINANCE REGARDING CONTINUITY OF HENDERSON WATER UTILITY DURING STATE OF EMERGENCY

SUMMARY: ORDINANCE PROVIDING FOR THE ORDERLY SUCCESSION OF THE OFFICE OF HENDERSON WATER UTILITY

WHEREAS, the City of Henderson, Henderson County, City of Corydon and City of Robards established an interlocal agreement establishing a county wide disaster and emergency preparedness, response and recovery program in January 2006.

WHEREAS, the Director of the Henderson Emergency Management Agency was appointed by the County Judge Executive and the Mayor to represent both the City and the County in the direction, control and management of the affairs of the Agency and the Plan to provide specific and effective mobilization of public and private resources of the City and the County;

WHEREAS, under KRS 39A.110 and KRS 39B.070, the Mayor may declare a state of emergency when required and thereafter execute any emergency power granted under the Kentucky Revised Statutes; and

WHEREAS, under KRS 39D.030 and 39D.040, cities are required to enact to provide for the continuity of government and name interim successors for local offices, department and agencies specified in the Kentucky Emergency Operations Plan and the City of Henderson named the interim successors for all applicable offices and departments in Ordinance 03-16 except for the office of General Manager of the Henderson Water and Sewer Utility.

WHEREAS, the Henderson Water and Sewer Commission through Resolution 2016-02 made recommendations for the line of succession for the office of General Manager of the Henderson Water and Sewer Utility.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF HENDERSON AS FOLLOWS:

Section 1. Pursuant to KRS 39D.040 and upon recommendation by the Henderson Water and Sewer Commission, the Board of Commissioners deem it proper and necessary to provide for the orderly succession of the office of Henderson Water and Sewer Utility General Manager Director. To preserve the continuity of government in the event of the absence, disability or inability of the General Manager to effectively manage and direct local operations for response and recovery during an emergency or disaster, the duties and responsibilities of this office shall be administered temporarily by the emergency interim successor in the following succession order:

PUBLICATION DATE:

FIRST READ: 1/26/2016

SECOND READ:

- 1) Chief Financial Officer
- 2) Director of Engineering,
- 3) Director of Field Operations, and
- 4) Director of Plant Operations

Section 2. The Emergency interim successors shall have the full power to exercise all powers of the office, department or agency and to commit its resources during a time of emergency or disaster if the person normally exercising the position is unavailable. If the preceding emergency successor becomes available, he or she shall resume the duties being performed by the emergency interim successor, unless he or she choose to permit the emergency interim successor remain in the position until relieved.

Nothing in this Ordinance shall alter Ordinance No. 03-16. All ordinances or parts of ordinances in conflict herewith are hereby repealed and superseded to the extent of such conflict.

This ordinance shall become effective upon its legal adoption.

On first reading of the foregoing ordinance, it was moved by Commissioner Jan Hite, seconded by Commissioner Robert M. Mills, that the ordinance be adopted on its first reading.

On roll call the vote stood:

Commissioner Hite	<u>AYE</u>	Commissioner Johnston	<u>AYE</u>
Commissioner Royster	<u>AYE</u>	Mayor Austin	<u>AYE</u>
Commissioner Mills	<u>AYE</u>		

WHEREUPON, Mayor Austin declared the ordinance adopted on first reading and ordered that it be presented for a second reading at a meeting of the Board of Commissioners.

On second reading of the ordinance, it was moved by Commissioner _____, seconded by Commissioner _____, that the ordinance be adopted.

WHEREUPON, the vote was called. On roll call the vote stood:

Commissioner Hite	_____	Commissioner Johnston	_____
Commissioner Royster	_____	Mayor Austin	_____
Commissioner Mills	_____		

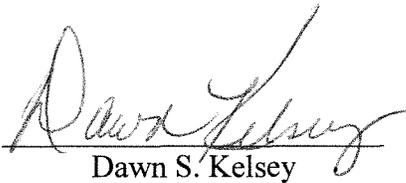
WHEREUPON, Mayor Austin declared the ordinance adopted, affixed his signature and the date and ordered that it be recorded.

 Steve Austin, Mayor
 Date: _____

ATTEST:

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 22 DAY OF
JANUARY, 2016.**

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-41

February 18, 2016

TO: Mayor Steve Austin and the Board the of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Amend House Numbering Plan

The attached item for the agenda of the Tuesday, February 23, 2016 meeting is final reading of an ordinance amending Chapter 20, *Streets, Sidewalks and Other Public Places* of the Code of Ordinances by adding sub-section (h) to Section 20-8, *House Numbering Plan*.

The proposed amendment officially designates the Henderson City-County Planning Commission as the agency responsible for assigning new addresses and changing addresses that do not meet the standards as outlined in Chapter 20 of the City's Code of Ordinances. This change will bring the ordinance into compliance with current practice.

Your approval of the attached ordinance is requested.

c: Brian Bishop
Buzzy Newman
Don Summers

ORDINANCE AMENDING HOUSE NUMBERING PLAN

SUMMARY: AN ORDINANCE AMENDING CHAPTER 20, *STREETS, SIDEWALKS AND OTHER PUBLIC PLACES*, ARTICLE 1, *IN GENERAL*, BY ADDING SUB-SECTION (H) TO SEC. 20-8, *HOUSE NUMBERING PLAN*, OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

BE IT ORDAINED by the City of Henderson, Kentucky, that Sec. 20-8, *House Numbering Plan*, of Article I, *In General*, in Chapter 20, *Streets, Sidewalks and Other Public Places*, of the Code of Ordinances of the City of Henderson, is hereby amended as follows:

Sec. 20-8. – House Numbering Plan.

h. The Henderson City-County Planning Commission is designated as the official agency responsible for assigning new addresses and changing addresses that do not meet the standards as outlined in Chapter 20 of the Code of Ordinances.

All ordinances or parts of ordinances in conflict herewith are hereby repealed and superseded to the extent of such conflict.

This ordinance shall become effective upon its legal adoption.

On first reading of the foregoing ordinance, it was moved by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, that the ordinance be adopted on its first reading.

On roll call the vote stood:

Commissioner Hite	<u>AYE</u>	Commissioner Johnston	<u>AYE</u>
Commissioner Royster	<u>AYE</u>	Mayor Austin	<u>AYE</u>
Commissioner Mills	<u>AYE</u>		

WHEREUPON, Mayor Austin declared the ordinance adopted on first reading and ordered that it be presented for a second reading at a meeting of the Board of Commissioners.

On second reading of the ordinance, it was moved by Commissioner _____, seconded by Commissioner _____, that the ordinance be adopted.

WHEREUPON, the vote was called. On roll call the vote stood:

Commissioner Hite	_____	Commissioner Johnston	_____
Commissioner Royster	_____	Mayor Austin	_____
Commissioner Mills	_____		

WHEREUPON, Mayor Austin declared the ordinance adopted, affixed his signature and the date and ordered that it be recorded.

Steve Austin, Mayor

Date: _____

ATTEST:

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 21 DAY OF
JANUARY, 2016.**

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-30

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Annexation and Zoning of Property – US 60 East, Merrill/O’Sullivan Property

An item for the agenda of Tuesday, February 23, 2016, is first reading of an ordinance annexing property located in Henderson County on US 60 East, Barret Boulevard and Kimsey Lane, owned by Clark and Cynthia Merrill and Frances O’Sullivan.

The parcel is approximately 61.343 acres in size. It is recommended the property be zoned City Highway Commercial from County Agricultural.

The property owners have requested this “friendly” annexation.

The Henderson-Henderson County Planning Commission, at its meeting of January 5, 2016, recommended approval of the zoning as presented. Staff concurs in this recommendation and annexation of property.

c: Brian Bishop
Doug Boom
Tom Williams
Owen Reeves
Robert Gunter



Planning the Future

Henderson City-County Planning Commission
1990 Barret Ct. Suite C
Henderson, KY 42420

Brian Bishop, Executive Director
bbishop@hendersonplanning.org
270-831-1289

January 6, 2016

Mayor Steve Austin
City Commissioners
Henderson Municipal Center
Henderson, KY 42420

ATTN: Russell Sights, City Manager

Re: **REZONING #1054 - ASSIGNMENT OF ZONING CLASSIFICATION IN CONJUNCTION WITH ANNEXATION**

Please be advised on Tuesday, January 5, 2016 the Henderson City-County Planning Commission held a Public Hearing to consider the following:

REZONING #1054 ASSIGNMENT OF ZONING CLASSIFICATION IN CONJUNCTION WITH ANNEXATION - Following action of the Henderson City Commission to begin annexation proceedings, the Planning Commission held a public hearing in order to assign zoning classifications to the area under consideration for annexation.

The following property is currently zoned County Agricultural. The proposal is to assign a City Highway Commercial zoning classification:

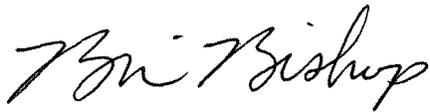
Property owned by Clark & Cynthia Merrill and Frances O'Sullivan behind Wal-Mart on Barret Blvd., & Kimsey Lane, containing 61.343 acres.

PLANNING COMMISSION RECOMMENDATION – MOTION WAS MADE BY DAVID WILLIAMS, SECONDED BY DAVID DIXON TO APPROVE REZONING #1054 ASSIGNMENT OF ZONING CLASSIFICATION IN CONJUNCTION WITH ANNEXATION, THAT THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN IS CONSISTENT WITH THE PROPOSED ZONING OF H-C (HIGHWAY COMMERCIAL), AND THAT IT WILL PROMOTE THE EXPANSION OF EXISTING COMMERCIAL FACILITIES IN THAT THE IMMEDIATE AREA IS DEVELOPING IN A COMMERCIAL FASHION DUE TO RECENT LAND DEVELOPMENT IN THE GENERAL AREA AND THE CONSTRUCTION OF RELIABLE INFRASTRUCTURE.

**VOTE: UNANIMOUS
MOTION CARRIED**

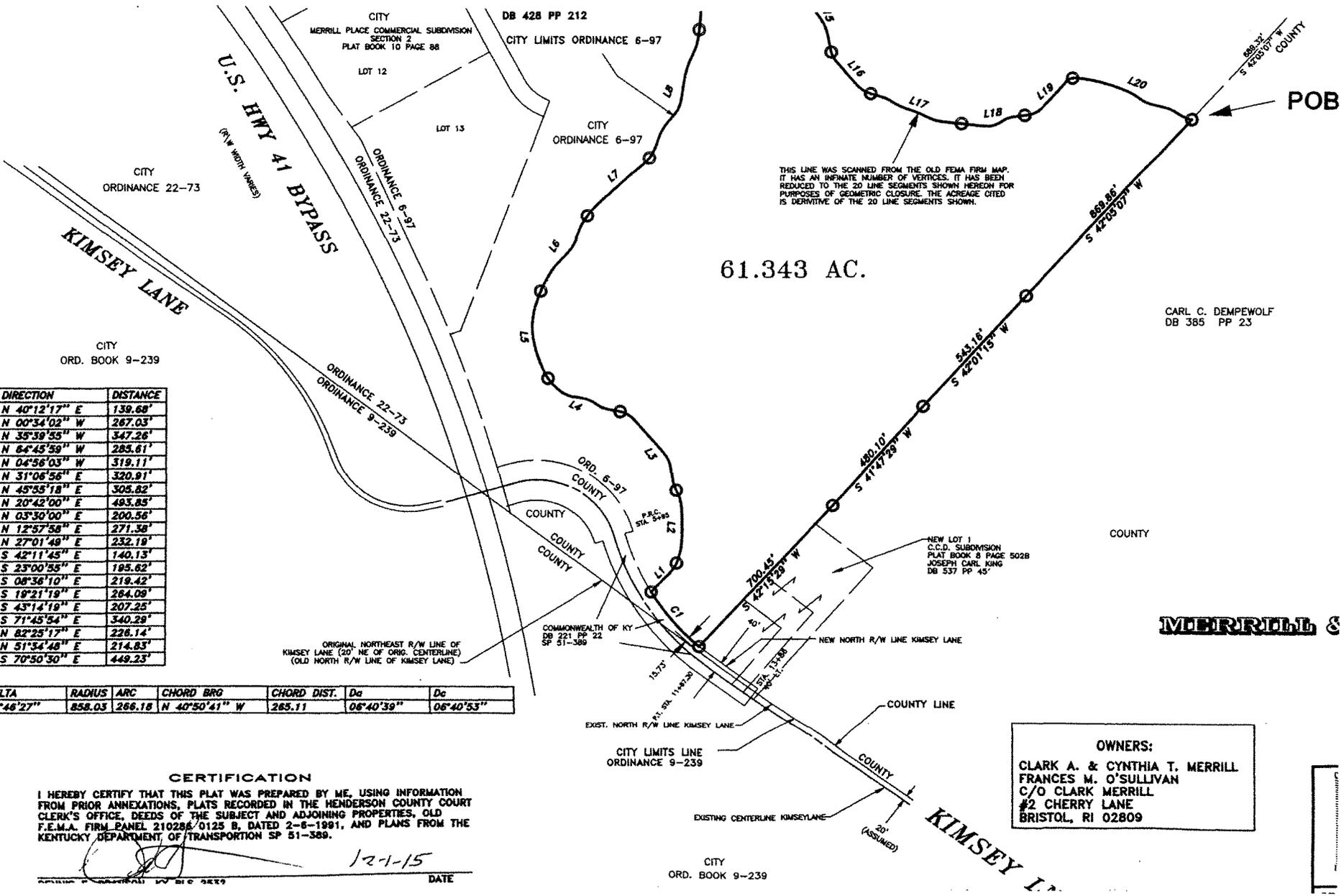
Attached is a copy of the transcript of the public hearing, and documents related to the annexation.

Respectfully submitted,

A handwritten signature in black ink that reads "Brian Bishop". The signature is written in a cursive, flowing style.

Brian Bishop
Executive Director, AICP
Henderson City-County Planning Commission

BB/tgc
Cc: Dawn Kelsey



NUMBER	DIRECTION	DISTANCE
L1	N 40°12'17" E	139.68'
L2	N 00°34'02" W	267.03'
L3	N 35°39'55" W	347.26'
L4	N 64°45'59" W	285.61'
L5	N 04°56'03" W	319.11'
L6	N 31°06'56" E	320.91'
L7	N 45°55'18" E	305.82'
L8	N 20°42'00" E	493.85'
L9	N 03°30'00" E	200.56'
L10	N 12°57'58" E	271.36'
L11	N 27°01'49" E	232.19'
L12	S 42°11'45" E	140.13'
L13	S 23°00'55" E	185.62'
L14	S 08°36'10" E	219.42'
L15	S 19°21'19" E	264.09'
L16	S 43°14'19" E	207.25'
L17	S 71°45'54" E	340.28'
L18	N 82°25'17" E	226.14'
L19	N 51°34'46" E	214.83'
L20	S 70°50'30" E	449.23'

NUMBER	DELTA	RADIUS	ARC	CHORD BRG	CHORD DIST.	Dc	Dc
G1	17°46'27"	858.03	266.18	N 40°50'41" W	265.11	06°40'39"	06°40'53"

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME, USING INFORMATION FROM PRIOR ANNEXATIONS, PLATS RECORDED IN THE HENDERSON COUNTY COURT CLERK'S OFFICE, DEEDS OF THE SUBJECT AND ADJOINING PROPERTIES, OLD F.E.M.A. FIRM PANEL 210286/0125 B, DATED 2-8-1991, AND PLANS FROM THE KENTUCKY DEPARTMENT OF TRANSPORTATION SP 51-389.

[Signature]
 1-21-15
 DATE

OWNERS:
 CLARK A. & CYNTHIA T. MERRILL
 FRANCES M. O'SULLIVAN
 C/O CLARK MERRILL
 #2 CHERRY LANE
 BRISTOL, RI 02809

CITY
 ORD. BOOK 9-239

CARL C. DEMPFWOLF
 DB 385 PP 23

MERRILL &



Steve Austin, Mayor

Commissioners:

Jan M. Hite
Jesse L. Johnston IV
Robert M. Mills
X Robert Royster, III

The City of Henderson

P.O. Box 716
Henderson, Kentucky 42419-0716

Russell R. Sights, City Manager
William L. Newman, Jr., Assistant City Manager
Dawn S. Kelsey, City Attorney
Maree Collins, City Clerk

December 9, 2015



Mr. Brian Bishop
Executive Director
Henderson-Henderson County Planning Commission
1990 Barrett Court, Suite C
Henderson, Kentucky 42420

Dear Mr. Bishop:

As you know, the City has been requested to annex a tract of land containing approximately 61.343 acres located on Kimsey Lane by the property owners, Clark Merrill, his wife Cynthia and his sister, Frances M. O'Sullivan. Enclosed is a copy of the letter of request, with attachments.

At its meeting on December 8, 2015, the Board of Commissioners directed that the request be forwarded to the Planning Commission for the assignment of a zoning classification for the properties into the corporate limits of the City. Consequently, please proceed with bringing the matter before the Planning Commission for formal action at your earliest convenience.

Thank you for your cooperation and assistance.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Russell R. Sights".

Russell R. Sights
City Manager

Attachments

c: William L. Newman, Jr.
Doug Boom





STAFF REPORT - REZONING #1054 ANNEXATION

DATE: 1/05/2016

GENERAL INFORMATION		
Applicant:	Clark & Cynthia Merrill	<u>Infrastructure</u>
Site Location:	Barret Blvd., & Kimsey Lane	Water: 8" (proposed)
PID#	#34A-1-95	Sewer: 8"
Applicant's Request:	City Highway Commercial	Flood and Drainage: Small portion near the southern border touches SFHA
City/County limits:	County	
Current Zoning:	County Agricultural	
Proposed Zoning:	City Highway Commercial	
Size (in acres):	61.343 acres	
ZONING DISTRICT INFORMATION		
	<u>Current (County AG)</u>	<u>Proposed District (City H-C)</u>
Min. Lot Size	1.0 acre	N/A
Min. Lot Width	100 ft.	50
Front Setback	25 ft.	30
Side Setback	10 ft.	10
Rear Setback	25 ft.	20
Building Height:	N/A	30
SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS		
<u>Adjacent Zoning / Adjacent Land Uses</u>	<u>Setbacks for Adjacent Zoning</u>	<u>Buffer required if rezoned</u>
North: H-C (City)	Front: 30 ft. Side: 20 ft. Rear: 10 ft.	N/A
South: Ag (County)	Front: 25 ft. Side: 10 ft. Rear: 25 ft.	N/A
East: Ag (City)	Front: 25 ft. Side: 15 ft. Rear: 25 ft.	N/A
West: H-C (City)	Front: 30 ft. Side: 20 ft. Rear: 10 ft.	N/A
PROPOSAL		
<p>The applicant proposes annexation of 61.43 acres from the County of Henderson to the City of Henderson. The current zoning is Agricultural (County) and the proposed zoning is Highway Commercial (City). It is the role of the Planning Commission to assign the new zoning classification based on current use, likely use, and potential growth patterns of the subject property and surrounding properties.</p>		



STAFF REPORT - REZONING #1054 ANNEXATION

ZONING

The existing Agricultural Zone (Ag) allows a number of permitted uses. Such permitted uses include single family residential units, green houses, stables, farms, including livestock, pork and poultry raising, dairying, horticulture and other similar bona fide agriculture endeavors or use of land

The proposed Highway Commercial zoning district (H-C) permitted uses includes any use permitted in the general business district such as banks, grocery stores, in addition to other uses such as automobile service stations, and restaurants.

FUTURE LAND USE

Future Land Use:

The future land use map depicts this area developing as Commercial. The Future Land Use element of the Comprehensive Plan is consistent with the proposed zoning of H-C (Highway Commercial).

Comprehensive Plan Goals and Objectives:

- Guide development to existing centralized areas served by adequate infrastructure to avoid decentralized and scattered development. (Balancing Land Use Objective B)
- Encourage innovative, safe, and sustainable design for new development and/or infrastructure. (Land Use Objective F)
- Promote aesthetically pleasing commercial development with appropriate access, signage and landscaping while discouraging strip commercial development. (Land Use Objective H)
- Promote the continued operation and expansion of commercial facilities. (Growing the Economy Objective A)
- Promote a business friendly environment and collaborative approaches to create a broad range of incentives which promote the region and draw talent and employers from outside the region. (Growing the Economy Objective D)
- Plan and coordinate development with transportation improvements, by encouraging connectivity between developments, extension of dead-end streets, loop streets, and widening of existing substandard thoroughfares to better facilitate proper traffic circulation. (Increasing Mobility Objective F)

STAFF FINDINGS ON COMPREHENSIVE PLAN

Staff finds this request is in agreement with the Comprehensive Plan for the following reasons:

- The request meets the Balancing Land Use goal by guiding development to areas served by adequate infrastructure to avoid scattered development.
- The request will promote the expansion of existing commercial facilities in that the immediate area is developing in a commercial fashion due to recent land development in the general area and the construction of reliable infrastructure.



STAFF REPORT - REZONING #1054 ANNEXATION

- The request will promote aesthetically pleasing development with appropriate access, signage and landscaping while discouraging strip development.
- The request will coordinate development that encourages connectivity between developments by allowing the continued extension of Barret Blvd. to intersect existing streets located nearby. By doing so, streets will be able to be looped and facilitate better traffic circulation.

IN THE ABSENCE OF FINDINGS THAT THE PROJECT IS IN AGREEMENT WITH THE COMPREHENSIVE PLAN.

Staff finds that major changes have occurred to alter the basic character of the area to support this request:

- The area has experienced development of a commercial nature in that numerous large commercial uses have been developed in recent years.
- The infrastructure upgrades along Barrett Blvd. have substantially changed the physical and social nature of the area to facilitate development of this parcel.

STAFF RECOMMENDATION

Staff recommends **approval**. This request is in agreement with the Comprehensive Plan, and that major changes to the economic, physical and social nature of the area have occurred as described above to satisfy the required findings of KRS 100.213/Section 7.05

Reminder: When making a motion for or against a map amendment, please provide clear findings in support of the proposed motion utilizing either the Comprehensive Plan/Future Land Use, or clear findings in support of Factors 1 or 2 (or both) of KRS 100.213/Section 7.05.

Date Advertised: 12/22/15

Date Posted: 12/22/15

REZONING #1054 ANNEXATION



SITE - FACING EAST



ADJACENT PROPERTY TO THE NORTH



ADJACENT PROPERTY TO THE WEST



ADJACENT PROPERTY TO THE SOUTH

Henderson City-County
Planning Commission
January 5, 2016

The Henderson City-County Planning Commission held their regular meeting January 5, 2016 at 6:00 p.m., at the Henderson Municipal Center, 222 First Street, 3rd floor assembly room. Members present: Chairman Herb McKee, Vice-Chair David Williams, Bobbie Jarrett, Gary Gibson, David Dixon, Kevin Herron, Mac Arnold, Dickie Johnson Kevin Richard, Rodney Thomas and Penny Hahn.

Staff present: Director Brian Bishop, Assistant Director Claudia Wayne, Theresa Curtis and Heather Lauderdale.

(A summary of the minutes from the meeting on January 5, 2016. A recorded audio tape is on file at the Planning Commission Office)

MEETING BEGAN AT 6:00PM

Chairman McKee: Next on the agenda, **Re-zoning #1054, Assignment of Zoning Classification in Conjunction with Annexation**, Mr. Bishop, are you going to lead that discussion?

Brian Bishop: This is submitted by Clark and Cynthia Merrill and Frances O'Sullivan for the property behind Wal-Mart on Barret Blvd., and Kimsey Lane, containing 61.343 acres. Applicants are requesting a zoning change from County Agricultural to City Highway Commercial. Staff recommends approval in that the rezoning request is in agreement with the Comprehensive Plan and Future Land Use map also shows this developing in a commercial nature. You may remember that we specifically discussed this property during the Future Land Use map adoption process. We looked at this area because we knew that the road

was going to continue to develop out in this fashion. We also considered this area here; we thought that may develop Residential. So, at this point it's working as we thought it would so at this point we would like to request that you approve this rezoning. This is required by State statute and that the Planning Commission has to assign zoning before the City can officially accept it. You should also know any subdivisions or site plans for the lots developed from here on will also come back to the Planning Commission for approval.

Chairman McKee: Questions for staff? Would you like to hear from a representative of the developer? No questions, hearing none the Chair will entertain a motion. Do we need more time?

David Williams: Mr. Moderator on this motion, do we have to say that it's a motion to approve the Rezoning #1054 assignment of zoning classification in conjunction with the annexation, say that?

Tommy Joe Fridy: You should and the finding which should be in agreement with the Comprehensive Plan.

Chairman McKee: Is this a recommendation?

Tommy Joe Fridy: I think we, do we assign or we recommend assigning or recommend like we would a normal rezoning?

Brian Bishop: My understanding is that we assign zoning.

David Williams: Counselor, do we need to, (**inaudible**) findings of facts?

Tommy Joe Fridy: Yes.

David Williams: Ok, have we had sufficient testimony to establish those facts?

Tommy Joe Fridy: The testimony is in agreement with the Future Land Use map and the Comprehensive Plan by staff if adequate.

MOTION WAS MADE BY DAVID WILLIAMS, SECONDED BY DAVID DIXON TO APPROVE REZONING #1054, ASSIGNMENT OF ZONING CLASSIFICATION IN CONJUNCTION WITH ANNEXATION, SUBMITTED BY CLARK AND CYNTHIA MERRILL AND FRANCES O’SULLIVAN FOR THE PROPERTY BEHIND WAL-MART ON BARRET BLVD AND KIMSEY LANE CONTAINING 61.343 ACRES AND APPROVE THE REQUEST FOR ZONING CHANGE FROM COUNTY AGRICULTURAL TO CITY HIGHWAY COMMERCIAL AND GIVE AS FINDINGS OF FACTS THE REPORT GIVEN BY THE STAFF THAT RECOMMENDS APPROVAL OF THIS ZONING.

ALL IN FAVOR: AYE

OPPOSED: NONE

Chairman McKee: Will you entertain further findings of facts?

David Williams: Yes I will.

Chairman McKee: Are there any additional findings of facts? Any discussion? Madame Clerk, please call the roll. Thank you gentlemen, have a good evening.

ORDINANCE NO. _____

ORDINANCE REGARDING ANNEXATION

SUMMARY: AN ORDINANCE ANNEXING CERTAIN UNINCORPORATED TERRITORY TO THE CITY OF HENDERSON, KENTUCKY, BEING LOCATED ON US HIGHWAY 60 EAST, IN HENDERSON COUNTY, CONTAINING 61.343 ACRES, MORE OR LESS, OWNED BY CLARK A. MERRILL AND CYNTHIA MERRILL, AND FRANCES O’SULLIVAN

WHEREAS, pursuant to the provisions of KRS 81A.412, the City of Henderson, Kentucky, desires to annex within the corporate limits of the City of Henderson that certain unincorporated area, which is located on US Highway 60 East in Henderson County, containing approximately 61.343 acres, more or less, and which is hereinafter described; and

WHEREAS, the real property to be annexed meets all of the requirements of KRS 81A.410; and

WHEREAS, the owners of record of the land to be annexed have given prior consents in writing to the annexation and have waived the waiting period therefor, copies of which consents and waiver are attached hereto, cumulatively marked Exhibit “A,” and incorporated herein by reference.

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

1. That the real property located on US Highway 60 East in Henderson County, containing approximately 61.343 acres, more or less, owned by Clark A. Merrill and Cynthia Merrill, and Frances O’Sullivan, as described in Exhibit “A-1”, and as shown on the plat attached hereto marked Exhibit “B,” which exhibits are incorporated herein by reference, be and said real property is hereby annexed to and made a part of the City of Henderson, Kentucky.

2. The zoning classification of said property shall be CITY HIGHWAY COMMERCIAL, pursuant to the recommendation of the Henderson City-County Planning Commission by letter dated January 6, 2016, a copy of which letter, with attachments, is attached hereto and incorporated herein by reference marked Exhibit “C”.

All ordinances or parts of ordinances in conflict herewith are hereby repealed and superseded to the extent of such conflict.

This ordinance shall become effective upon its legal adoption.

On the first reading of this ordinance, it was moved by Commissioner _____, seconded by Commissioner _____, that the ordinance be adopted on its first reading.

On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

WHEREUPON, Mayor Davis declared the ordinance adopted on first reading and ordered that it be presented for second reading at a meeting of the Board of Commissioners.

On second reading of the ordinance, it was moved by Commissioner _____, seconded by Commissioner _____, that the ordinance be adopted.

WHEREUPON, the vote was called. On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

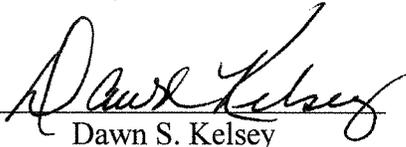
WHEREUPON, Mayor Austin declared the ordinance adopted, affixed his signature and the date and ordered it be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 17th DAY OF
FEBRUARY, 2016.**

By: 
Dawn S. Kelsey
City Attorney

CONSENT TO ANNEXATION

Clark A. Merrill, and his wife Cynthia Merrill, 2 Cherry Lane, Bristol, Rhode Island 02809 are the owners of certain real property located on U.S. Highway 60 East in Henderson County Kentucky, which property contains 61.343 acres, more or less, and is more particularly described in Exhibit "A-1" attached hereto; and as said owner does hereby consent in writing to the annexation into the City of Henderson, Kentucky of said property as described in said Exhibit. Also, Clark A. Merrill, and his wife Cynthia Merrill, do hereby waive all notice requirements with respect to such annexation, including, but not limited to the notices otherwise required by KRS 81A.420(1), KRS 81A.425, and the sixty (60) day waiting period provided for in KRS 81A.420(2).

SIGNED this 19TH day of JANUARY, 2016.

Clark A Merrill
Clark A. Merrill

Cynthia Merrill
Cynthia Merrill

STATE OF Rhode Island
COUNTY OF Bristol ... SCT.

THE foregoing CONSENT TO ANNEXATION was signed and acknowledged before me, a Notary Public, by Clark A. Merrill, this 19th day of January, 2016.
& Cynthia Merrill

My commission expires June 4 2018

Sharon Corvi
Notary Public

SHARON CORVI
NOTARY PUBLIC - NO. 41109
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES 6/04/2018

(Seal)

STATE OF _____
COUNTY OF _____ ... SCT.

THE foregoing CONSENT TO ANNEXATION was signed and acknowledged before me, a Notary Public, by Cynthia Merrill, this ____ day of _____, 2016.

My commission expires _____.

Notary Public

(Seal)

MERRILL AND O'SULLIVAN ANNEXATION – 2015

DESCRIPTION

Beginning at a point in the northwest line of the Carl Dempewolf property recorded in Deed Book 385 Page 23 in the Henderson County Court Clerk's Office, said point being located South 42 degrees 37 minutes 52 seconds West, 644.90 feet and South 42 degrees 05 minutes 07 seconds West, 689.32 feet from the northernmost corner of said Dempewolf property, which is also in the southwest line of Balmoral Acres Subdivision; thence with said Dempewolf property, and then with New Lot 1 of the C.C.D. Subdivision, a plat of which is recorded in Plat Book 8 Page 502-B, the following four (4) calls:

- (1) SOUTH 42 DEGREES 05 MINUTES 07 SECONDS WEST, a distance of 869.86 feet to a point;**
- (2) SOUTH 42 DEGREES 01 MINUTES 15 SECONDS WEST, a distance of 543.16 feet to a point;**
- (3) SOUTH 41 DEGREES 47 MINUTES 29 SECONDS WEST, a distance of 480.10 feet to a point;**
- (4) SOUTH 42 DEGREES 15 MINUTES 29 SECONDS WEST, a distance of 700.45 feet to a point in the northeast line of the Commonwealth of Kentucky property recorded in Deed Book 221 Page 22, being the northern right-of-way line of Kimsey Lane as shown on SP 51-339 Kentucky Department of Transportation Plans, and being located 15.73 feet northeast of the original northeast right-of-way line of said Kimsey Lane (20 feet northeast of the original centerline), which original northeast right-of-way line is the existing corporate limits of the City of Henderson as recorded in Ordinance Book 9 Page 239;**

Thence with said Kimsey Lane right-of-way line around a curve to the right through a central angle of 17 DEGREES 46 MINUTES 27 SECONDS, an arc distance of 266.18 feet, a chord bearing of NORTH 40 DEGREES 50 MINUTES 41 SECONDS WEST, a distance of 265.11 feet to a point in said right-of-way line where it is intersected by a scanned image overlay of the 100 year flood plain line as cited in Annexation 6-97, being a corner to the existing corporate limits of the City of Henderson, by Annexation 6-97, said flood plain line having been taken from F.E.M.A. Firm Panel 210286 0125 B, dated 2-6-1991, and which Firm Panel is now void; thence with said existing corporate limits and said old flood plain line as it meanders, reduced to the following twenty (20) straight courses:

- (1) NORTH 40 DEGREES 12 MINUTES 17 SECONDS EAST, a distance of 139.68 feet to a point;**
- (2) NORTH 00 DEGREES 34 MINUTES 02 SECONDS WEST, a distance of 267.03 feet to a point;**
- (3) NORTH 35 DEGREES 39 MINUTES 55 SECONDS WEST, a distance of 347.26 feet to a point;**

- (4) NORTH 64 DEGREES 45 MINUTES 59 SECONDS WEST, a distance of 285.61 feet to a point;
- (5) NORTH 04 DEGREES 56 MINUTES 03 SECONDS WEST, a distance of 319.11 feet to a point;
- (6) NORTH 31 DEGREES 06 MINUTES 56 SECONDS EAST, a distance of 320.91 feet to a point;
- (7) NORTH 45 DEGREES 55 MINUTES 18 SECONDS EAST, a distance of 305.82 feet to a point;
- (8) NORTH 20 DEGREES 42 MINUTES 00 SECONDS EAST, a distance of 493.85 feet to a point;
- (9) NORTH 03 DEGREES 30 MINUTES 00 SECONDS EAST, a distance of 200.56 feet to a point;
- (10) NORTH 12 DEGREES 57 MINUTES 58 SECONDS EAST, A distance of 271.38 feet to a point;
- (11) NORTH 27 DEGREES 01 MINUTES 49 SECONDS EAST, a distance of 232.19 feet to a point;
- (12) SOUTH 42 DEGREES 11 MINUTES 45 SECONDS EAST, a distance of 140.13 feet to a point;
- (13) SOUTH 23 DEGREES 00 MINUTES 55 SECONDS EAST, a distance of 195.62 feet to a point;
- (14) SOUTH 08 DEGREES 36 MINUTES 10 SECONDS EAST, a distance of 219.42 feet to a point;
- (15) SOUTH 19 DEGREES 21 MINUTES 19 SECONDS EAST, a distance of 264.09 feet to a point;
- (16) SOUTH 43 DEGREES 14 MINUTES 19 SECONDS EAST, a distance of 207.25 feet to a point;
- (17) SOUTH 71 DEGREES 45 MINUTES 54 SECONDS EAST, a distance of 340.29 feet to a point;
- (18) NORTH 82 DEGREES 25 MINUTES 17 SECONDS EAST, a distance of 226.14 feet to a point;
- (19) NORTH 51 DEGREES 34 MINUTES 48 SECONDS EAST, a distance of 214.83 feet to a point;
- (20) SOUTH 70 DEGREES 50 MINUTES 30 SECONDS EAST ,a distance of 449.23 feet to the point of beginning and containing 61.343 acres more or less.

CONSENT TO ANNEXATION

Frances O'Sullivan, 11614 41st Court North, Royal Palm Beach, FL 33411 is the owner of certain real property located on U.S. Highway 60 East in Henderson County Kentucky, which property contains 61.343 acres, more or less, and is more particularly described in Exhibit "A-1" attached hereto; and as said owner does hereby consent in writing to the annexation into the City of Henderson, Kentucky of said property as described in said Exhibit. Also, Frances O'Sullivan does hereby waive all notice requirements with respect to such annexation, including, but not limited to the notices otherwise required by KRS 81A.420(1), KRS 81A.425, and the sixty (60) day waiting period provided for in KRS 81A.420(2).

SIGNED this 22 day of January, 2016.



Frances O'Sullivan

STATE OF Florida

COUNTY OF Palm Beach ... SCT.

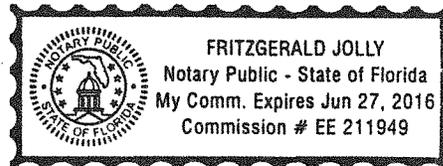
THE foregoing CONSENT TO ANNEXATION was signed and acknowledged before me, a Notary Public, by Frances O'Sullivan, this 22nd day of January, 2016.

My commission expires 06/27/16



Notary Public

(Seal)



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DESCRIPTION

Beginning at a point in the northwest line of the Carl Dempewolf property recorded in Deed Book 385 Page 23 in the Henderson County Court Clerk's Office, said point being located South 42 degrees 37 minutes 52 seconds West, 644.90 feet and South 42 degrees 05 minutes 07 seconds West, 689.32 feet from the northernmost corner of said Dempewolf property, which is also in the southwest line of Balmoral Acres Subdivision; thence with said Dempewolf property, and then with New Lot 1 of the C.C.D. Subdivision, a plat of which is recorded in Plat Book 8 Page 502-B, the following four (4) calls:

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Thence with said Kimsey Lane right-of-way line around a curve to the right through a central angle of 17 DEGREES 46 MINUTES 27 SECONDS, an arc distance of 266.18 feet, a chord bearing of NORTH 40 DEGREES 50 MINUTES 41 SECONDS WEST, a distance of 265.11 feet to a point in said right-of-way line where it is intersected by a scanned image overlay of the 100 year flood plain line as cited in Annexation 6-97, being a corner to the existing corporate limits of the City of Henderson, by Annexation 6-97, said flood plain line having been taken from F.E.M.A. Firm Panel 210286 0125 B, dated 2-6-1991, and which Firm Panel is now void; thence with said existing corporate limits and said old flood plain line as it meanders, reduced to the following twenty (20) straight courses:

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Planning the Future

Henderson City-County Planning Commission
1990 Barret Ct. Suite C
Henderson, KY 42420

Brian Bishop, Executive Director
bbishop@hendersonplanning.org
270-831-1289

January 6, 2016

Mayor Steve Austin
City Commissioners
Henderson Municipal Center
Henderson, KY 42420

ATTN: Russell Sights, City Manager

Re: **REZONING #1054 - ASSIGNMENT OF ZONING CLASSIFICATION IN CONJUNCTION WITH ANNEXATION**

Please be advised on Tuesday, January 5, 2016 the Henderson City-County Planning Commission held a Public Hearing to consider the following:

REZONING #1054 ASSIGNMENT OF ZONING CLASSIFICATION IN CONJUNCTION WITH ANNEXATION - Following action of the Henderson City Commission to begin annexation proceedings, the Planning Commission held a public hearing in order to assign zoning classifications to the area under consideration for annexation.

The following property is currently zoned County Agricultural. The proposal is to assign a City Highway Commercial zoning classification:

Property owned by Clark & Cynthia Merrill and Frances O'Sullivan behind Wal-Mart on Barret Blvd., & Kimsey Lane, containing 61.343 acres.

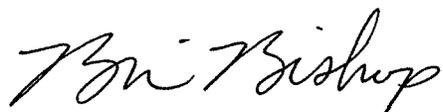
PLANNING COMMISSION RECOMMENDATION – MOTION WAS MADE BY DAVID WILLIAMS, SECONDED BY DAVID DIXON TO APPROVE REZONING #1054 ASSIGNMENT OF ZONING CLASSIFICATION IN CONJUNCTION WITH ANNEXATION, THAT THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN IS CONSISTENT WITH THE PROPOSED ZONING OF H-C (HIGHWAY COMMERCIAL), AND THAT IT WILL PROMOTE THE EXPANSION OF EXISTING COMMERCIAL FACILITIES IN THAT THE IMMEDIATE AREA IS DEVELOPING IN A COMMERCIAL FASHION DUE TO RECENT LAND DEVELOPMENT IN THE GENERAL AREA AND THE CONSTRUCTION OF RELIABLE INFRASTRUCTURE.

**VOTE: UNANIMOUS
MOTION CARRIED**

EXHIBIT "C"

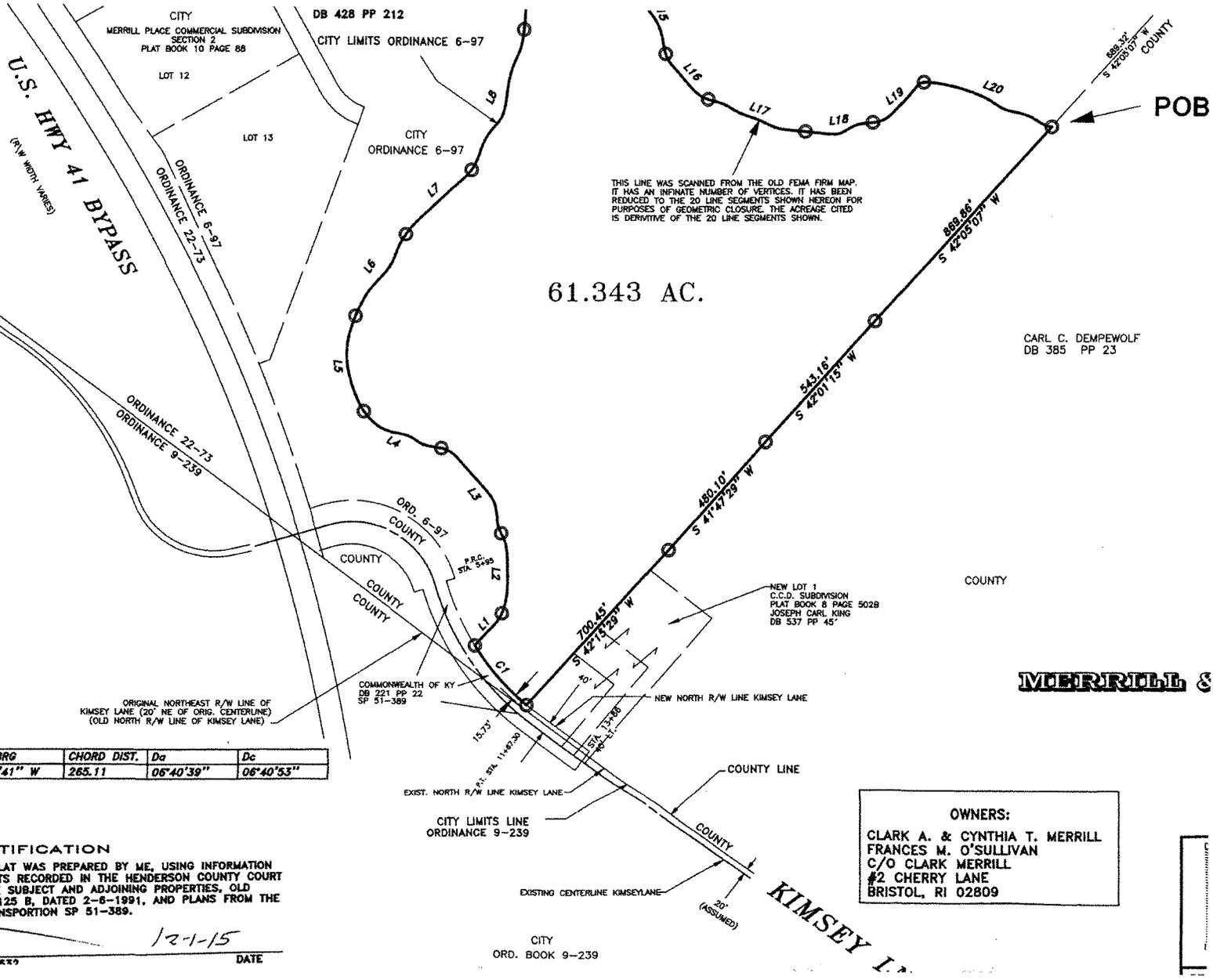
Attached is a copy of the transcript of the public hearing, and documents related to the annexation.

Respectfully submitted,

A handwritten signature in black ink that reads "Brian Bishop". The signature is written in a cursive, flowing style.

Brian Bishop
Executive Director, AICP
Henderson City-County Planning Commission

BB/tgc
Cc: Dawn Kelsey



NUMBER	DIRECTION	DISTANCE
L1	N 40°12'17" E	139.68'
L2	N 00°34'02" W	267.03'
L3	N 35°39'55" W	347.26'
L4	N 64°45'59" W	285.61'
L5	N 04°56'03" W	319.11'
L6	N 31°06'56" E	320.91'
L7	N 45°55'18" E	305.82'
L8	N 20°42'00" E	493.85'
L9	N 03°30'00" E	200.56'
L10	N 12°57'58" E	271.38'
L11	N 27°01'49" E	232.19'
L12	S 42°11'45" E	140.13'
L13	S 23°00'53" E	195.62'
L14	S 08°36'10" E	219.42'
L15	S 19°21'19" E	264.09'
L16	S 43°14'19" E	207.25'
L17	S 71°45'54" E	340.29'
L18	N 82°25'17" E	226.14'
L19	N 51°34'48" E	214.83'
L20	S 70°50'30" E	449.23'

NUMBER	DELTA	RADIUS	ARC	CHORD BRG	CHORD DIST.	Da	Dc
C1	17°46'27"	858.03	266.18	N 40°50'41" W	265.11	06°40'39"	06°40'53"

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME, USING INFORMATION FROM PRIOR ANNEXATIONS, PLATS RECORDED IN THE HENDERSON COUNTY COURT CLERK'S OFFICE, DEEDS OF THE SUBJECT AND ADJOINING PROPERTIES, OLD F.E.M.A. FIRM PANEL 210286/0125 B, DATED 2-6-1991, AND PLANS FROM THE KENTUCKY DEPARTMENT OF TRANSPORTATION SP 51-389.

[Signature]
 DATE 12-1-15

OWNERS:
 CLARK A. & CYNTHIA T. MERRILL
 FRANCES M. O'SULLIVAN
 C/O CLARK MERRILL
 #2 CHERRY LANE
 BRISTOL, RI 02809

City Commission Memorandum
16-33

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Sewer Service – Robert and Mary Williams, 890 Morningside Drive

The accompanying resolution authorizes the provision of sewer service outside the corporate limits to Robert L. and Mary F. Williams, 890 Morningside Drive.

A request has been made by owners Robert L. and Mary F. Williams, seeking sanitary sewer service to serve property located at 890 Morningside Drive. The Henderson Water & Sewer Commission, at its meeting of January 25, 2016, approved to extend sanitary sewer service to the property.

As required by code, the provision of utility service outside the corporate limits is conditioned on the execution of an agreement to consent to annexation and the execution of a deed restriction not to oppose annexation if such is pursued by the city in the future. The executed agreement is enclosed.

Approval of the Board of Commissioners is required pursuant to Section 23-98 (f) of the Code of Ordinances.

Your approval of the attached resolution is requested.

c: Tom Williams
Robert Gunter
Buzzy Newman
Dawn Kelsey
Doug Boom

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

MANAGED BY THE WATER & SEWER COMMISSION OF THE CITY OF HENDERSON

TOM WILLIAMS, P.E.
GENERAL MANAGER

Date: 26 January 2016

Memo To: Dawn S. Kelsey, City Attorney

From: Tom Williams, P.E. 
HWU General Manager

Subject: Request for Wastewater Service
Robert L. and Mary F, Williams, 890 Morningside Drive

Attached you will find a *Request for Wastewater Service outside the City Limits*, submitted by Robert L. and Mary F. Williams (no known relation, to me) for property at 890 Morningside Drive (PVA # 64B-80), which is at the corner of Green River Road, on the edge of Grantwood Hills subdivision. We laid a sewer line past this property in 2013 on the Green River Road project (when we retired the GRR wastewater pump station), and now Mr. & Mrs. Williams have been faced with a failing septic system; a sewer tap was their least expensive option.

Per Section 23-98 (e) (1) of the City Code of Ordinances, Mr. & Mrs. Williams are required to submit an application, accompanied by a form consenting to annexation, before HWU can agree to provide sewer service to this property. We have allowed that to proceed prior to finishing this process, to accommodate their needs and avoid an unsanitary situation. The HWU Board approved the request for service at our Board meeting on 25 January. This also needs to go before the City Commission, when you are able to get it on the agenda.

Since this lot is adjacent to the current city limits, it can be annexed at any time. My suggestion is that the City record the restrictive covenant signed by the Williams', and proceed to annex this parcel later this year. I have discussed this with Mr. Dennis Branson, prominent local surveyor, who is preparing the required metes and bounds description per KRS 81A.470.

In the meantime, if you have any questions or need further information on this matter, please feel free to call me at 869.6621 (Office) or 823.2573 (Cell).

Cc: Russell Sights, City Manager
Buzzy Newman, Asst. City Manager
Eric Shappell, HWU Attorney

City of Henderson, Kentucky

REQUEST FOR WASTEWATER SERVICE
OUTSIDE THE CITY LIMITS

Name: Robert L. Williams AND MARY F. Williams
Location Address: 890 MORNINGSIDE DRIVE
Mailing Address: 890 MORNINGSIDE DRIVE Telephone 270-826-4388

As owner of the above referenced property that is located outside the corporate limits of the City of Henderson, I hereby request the City of Henderson to allow my property to be connected to the wastewater system in accordance with the requirements of Section 23-98(f)(1).

I understand that the City of Henderson is under no obligation to furnish wastewater service to the property. I also understand that if the request for wastewater service is granted by the Henderson Water Utility, that I must also record a restrictive covenant not to oppose annexation in order to receive service and must comply with all other utility requirements.

Robert L. Williams Mary F. Williams
Applicant(s)

The foregoing Request for Wastewater Service Outside the City Limits was signed and acknowledged before me by Robert L. Williams and Mary F. Williams this 28th day of OCT, 2015.

My commission expires 2-17-2017

William Sheffer
Notary Public

Do Not Write Below this line

HWU has reviewed this request for wastewater service outside the City of Henderson and has determined that the property described above can cannot be connected to the wastewater system without exceeding the capacity of any components of the system and without causing any other problems in the collection, transmission, and treatment system.

Approval/disapproval of the connection has been made the Water and Sewer Commission at its meeting on _____ and is duly recorded in the minutes of the meeting. The connection is also subject to any other stipulations contained on the attached sheets numbered _____

[Signature]
HWU General Manager Acting

10/29/15
Date

City of Henderson, Kentucky

RESTRICTIVE COVENANT NOT TO OPPOSE ANNEXATION
OF PROPERTY

Know All Men by these Presents:

That Whereas, Robert L Williams and his wife, MARY F Williams of Henderson, Kentucky 42420, have requested from the CITY OF HENDERSON, KENTUCKY, that they be permitted to have sanitary sewer service extended to the hereinafter described property outside the city limits of the City of Henderson; and

Whereas, the undersigned agree that the City is under no obligation to furnish sanitary sewer service to the said property; and

Whereas, Nevertheless, the City of Henderson has agreed to furnish sanitary sewer service to the property under certain terms and conditions.

Now, Therefore, in consideration of the premises, the said Robert L Williams and his wife, MARY F Williams, for themselves, their heirs, successors and assigns, owners of the real property described in a deed to them from Robert L Williams and his wife, MARY F Williams, dated April 17th 1962, of record in Deed Book 205, page 462, in the Henderson County Clerk's office, do hereby waive any objection or right of objection, for a period of twenty (20) years from this date, to annexation of all or any part of the said real property by the City of Henderson; nor in any manner will the undersigned, nor any successor in interest to said real property, during said period of time, oppose such annexation by petition, litigation or otherwise.

Further, the said Robert L Williams and his wife, MARY F Williams hereby agree that the City of Henderson shall have no liability of any nature or description

arising out of the extending sanitary sewer service to this property, and the said

Robert L. Williams, and his wife, Mary F. Williams, and their heirs, successors or assigns, shall indemnify and hold harmless the City of Henderson, its agents, officials, employees and contractors, from any claims of third parties arising out of the fulfillment of this agreement by the City of Henderson.

The undersigned deem this restrictive covenant to be a covenant running with the land described in the aforesaid deed, and said property will be conveyed subject hereto.

WITNESS the hands of Robert L. Williams and his wife, Mary F. Williams this the 28th day of OCT 2015.

Robert L. Williams

Mary F. Williams

STATE OF KENTUCKY
COUNTY OF HENDERSON ... SCT.

The foregoing RESTRICTIVE COVENANT NOT TO OPPOSE ANNEXATION was signed and acknowledged before me by Robert L. Williams, and his wife, Mary F. Williams, this 28th day of October 2015.

My commission expires 2-17-2017

William Shaffer
Notary Public

(Seal)

This Instrument Prepared By:

Joseph E. Ternes, Jr.
City Attorney
Post Office Box 716
Henderson, Kentucky 42419-0716

City of Henderson, Kentucky

CONSENT TO ANNEXATION

Robert L. Williams, with offices at N/A, Kentucky 42420, is the owner of certain real property located 890 MORNINGSIDe Dr. in the County of Henderson, Kentucky and containing approximately 1 acres, which property is more particularly described on Exhibit "1" attached hereto; and as said owner does hereby consent in writing to the annexation into the City of Henderson of said property as described in said Exhibit. Also Robert L Williams does hereby waive all notice requirements with respect to such annexation, including, but not limited to the notices otherwise required by KRS 81A.420(1), KRS 81A.425, and the sixty (60) day waiting period provided for in KRS 81A.420(2); and Robert L Williams further certifies that it is the sole owner of the property to be annexed as described in the attached Exhibit.

SIGNED this 28 day of OCT, 2015, by the duly authorized representative of NA.

COMPANY NAME.

By: Robert L Williams
Representative

STATE OF KENTUCKY.

COUNTY OF HENDERSON ... SCT.

THE foregoing Consent to Annexation was signed and acknowledged before me, a notary public, by Robert L. Williams of Henderson County Ky., this 28th day of October, 2015.

My commission expires 2-17-2017.

William Sheffer
Notary Public

(Seal)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXTENSION OF SEWER SERVICE OUTSIDE CITY LIMITS TO ROBERT L. AND MARY F. WILLIAMS FOR PROPERTY LOCATED AT 890 MORNINGSIDE DRIVE

WHEREAS, the City of Henderson has received a request from Robert L. and Mary F. Williams, owners of property located at 890 Morningside Drive, for the extension of City sewer service to said property which is located outside the City's corporate limits; and

WHEREAS, the Henderson Water Utility for the City agrees to extend sewer service to said property if the property owner pays all fees and charges associated therewith; and

WHEREAS, by Sec. 23-98 (f) of Chapter 23 of the City's Code of Ordinances, the Board of Commissioners for the City must approve any extension of sanitary sewer service outside the corporate limits of the City.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that approval is hereby given for the extension of sanitary sewer service from existing lines to the property located at 890 Morningside Drive, Henderson, KY.

BE IT FURTHER RESOLVED that this approval is specifically conditioned upon the timely payment by the aforesaid property owners of all fees and charges due as a result of the sewer service extension to said property, and is further conditioned upon the property owner agreeing to the execution of a recordable restrictive covenant and consent to annexation whereby they agree with the City not to oppose future annexation into the City should the City desire to annex the property.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 19 DAY OF
FEBRUARY, 2016.**

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-34

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Deed of Easement and Paving Agreement, HWU – Community United Methodist Hospital, Inc.

The accompanying resolution authorizes the Mayor to execute a Deed of Easement and Paving Agreement on behalf of the City and Henderson Water Utility across property owned by Community United Methodist Hospital, Inc.

This permanent easement agreement is for the construction and maintenance of a 12” water main under the Hospital driveway from Merritt drive to the Employee Parking Lot. The paving agreement details the repair/replacement work of the portions of driveway that will be affected by the installation of the water main within the easement area.

The Henderson Water & Sewer Commission, at its meeting on February 15, 2016, approved the deed of easement and paving agreement.

Mr. Tom Williams, Henderson Water Utility General Manager will be in attendance to answer any questions you may have regarding this easement and the project. Your approval of the attached resolution is requested.

c: Dawn Kelsey
Tom Williams

RESOLUTION NO. _____

RESOLUTION AUTHORIZING MAYOR TO EXECUTE DEED OF EASEMENT AND PAVING AGREEMENT ON BEHALF OF THE CITY OF HENDERSON, HENDERSON WATER UTILITY AND COMMUNITY UNITED METHODIST HOSPITAL, INC.

WHEREAS, the City of Henderson and Henderson Water Utility (“HWU”) desires to install, maintain, repair and replace a 12” water main and such other underground utility facilities as required or needed by contractor in the easement located near Merritt Drive; and

WHEREAS, in the above referenced HWU project, the Methodist Hospital driveway from Merritt Drive to the Employee Parking Lot will be damaged; and

WHEREAS, Community United Methodist Hospital, Inc, the owner of the property and the City of Henderson have agreed to enter into a Deed of Easement (attached hereto as Exhibit “A”) and the provisions provided in the Paving Agreement (attached hereto as Exhibit “B”) in order to maintain the waterline; and

WHEREAS, the Henderson Water and Sewer Commission approved both the Deed of Easement and the Paving Agreement at its February 15, 2016 meeting and recommends the same to the Board of Commissioners;

WHEREAS, the City Manager recommends that the City enter into the Deed of Easement and the Paving Agreement for this easement.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the Henderson Water and Sewer Commission and the City Manager is approved, and the Deed of Easement and the Paving agreement between the City of Henderson and Henderson Water Utility, and United Methodist Hospital, Inc., is hereby approved, and the Mayor is authorized to execute on behalf of the City of Henderson and Henderson Water Utility the Deed of Easement and the Paving Agreement, copies of which are attached hereto.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

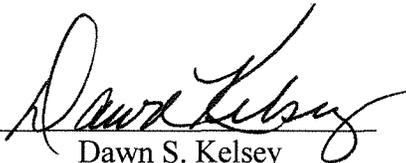
Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 18 DAY OF
FEBRUARY, 2016.**

By:



Dawn S. Kelsey
City Attorney

DEED OF EASEMENT

This Deed, between **COMMUNITY METHODIST HOSPITAL, INC.**, a Kentucky Corporation, P.O. Box 48, Henderson, KY 42420, **GRANTORS**, and the **CITY OF HENDERSON, KY**, 222 First Street, Henderson, KY 42420, for the use and benefit of the Henderson Water Utility (HWU), 111 Fifth Street, Henderson, KY 42420, **GRANTEE**;

WITNESS: That for and in consideration of the sum of \$ 1.00, cash in hand paid by the Grantee to the Grantors, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant, sell and convey unto the Grantee, and its successors or assigns the following described Permanent Easement, located in Henderson County, Kentucky and more particularly described as follows:

Permanent Easement

A certain easement located near Merritt Drive in Henderson, Kentucky and being more specifically described as follows:

A strip of land, fifteen feet (15') in width, parallel to and centered on a proposed 12" water main, as shown on the attached Exhibit "A". Also, a strip of land, fifteen feet (15') in width, providing access to a driveway for Grantee's water storage tank. Permanent utility and access easement shall contain 6,362 square feet, more or less.

This easement description is not intended to be a boundary survey and is taken from the survey performed for project design.

The above described permanent easement is a part of the Grantor's property located at 1305 North Elm Street, Henderson, Kentucky, PVA Parcel 1-12-1-17, being property conveyed to Community Methodist Hospital, Inc., by deed dated 2 May 1972, and recorded in Deed Book 258 at Page 568 in the office of the Henderson County Clerk, and by deed dated 12 January 1987 and recorded in Deed Book 384 at Page 209 in said Clerk's office, and as shown on plats recorded in Plat Book 5 Page 185, Plat Book 7 Page 280, and Plat Book 8 Page 468, in said Clerk's office.

1. It is the specific intention of the Grantors to convey an exclusive permanent easement across the above described Parcel for the purpose of installation, maintenance, repair and replacement of a 12" water main and such other underground utility facilities as the Grantee may install, including access to the easement across Grantors remaining property, and to provide access to the water storage tank owned by Grantee on adjacent property.
2. Grantors covenant that Grantors are lawfully seized and possessed of the property described above.
3. Grantors shall have the right to use the surface of the land burdened by this easement for any purpose, so long as Grantor's use does not interfere with the easement conveyed and provided further that no building or other permanent

structure shall be erected upon, across, over or through said easement by the Grantors without written consent of HWU.

4. In conjunction with the performance of any work on the premises authorized by this easement, HWU will instruct its employees, agents and contractors to use reasonable care to avoid damage to Grantors' property. At the conclusion of the work performed by HWU or its employees or the work of agents or contractors, HWU will cause all surplus dirt, debris and other such materials which were placed upon Grantors' property to be removed and Grantors' property to be restored in substantially as good a condition as when the work upon Grantors' property began.
5. At the conclusion of HWU's work on the water line, HWU will pave Grantor's existing driveway from Merritt Drive to the Grantor's parking lot with a one and one-half inch (1-1/2") course of asphalt surface.
6. All utility lines, attachments, equipment, accessories and appurtenant structures to be placed in and on the easement shall remain the property of HWU.
7. HWU and its employees, contractors, agents or assigns shall give Grantor 24 hour notice before performing any operation to construct and maintain, operate, inspect, that would hinder access to Grantor's facilities. Grantee shall give notice within (5) five working days to Grantor before performing construction, to relocate, reconstruct, extend or add to the public utilities authorized by this easement that would hinder access to Grantor's facilities. Grantee shall, in an emergency situation, give such notice to Grantor as is reasonably practicable under the circumstances.
8. Any damages resulting to the Grantors' remaining property from such access and use by HWU employees, contractors, agents or assigns shall be repaired by HWU at HWU's cost and expense.
9. Grantors hereby acknowledges that the grant of this easement by Grantors and receipt of the same by HWU does not constitute an express or implied release or waiver by HWU of the rights of HWU or the City of Henderson to subject Grantors and Grantors' property to public utility rates, rentals and other charges including special assessments as may be authorized by law and applicable to public utility users and property in general.

TO HAVE AND TO HOLD the said easement and appurtenant rights unto the Grantee, its successors and assigns, with covenant of General Warranty.

IN TESTIMONY WHEREOF the Grantors have executed this Deed of Easement on the _____ day of _____, 2016.

GRANTOR(S): Community Methodist Hospital, Inc.

By: _____

Title: _____

STATE OF KENTUCKY

COUNTY OF HENDERSON....SCT.

I, the undersigned, certify that the foregoing Deed of Easement was produced before me in the aforesaid County and State and duly acknowledged and sworn to by _____, this the ___ day of _____, 2016.

Notary Public
My Commission Expires:_____

THIS INSTRUMENT WAS PREPARED BY:

Tom Williams, P.E.
Henderson Water Utility
111 5th Street
Henderson, KY 42420

PAVING AGREEMENT

THIS PAVING AGREEMENT made and entered into this the _____ day of _____, 2016, by and between **COMMUNITY UNITED METHODIST HOSPITAL, INC.** (hereinafter referred to as "Hospital"), of 1305 North Elm Street, Henderson, Kentucky 42420, and **CITY OF HENDERSON, KY** (hereinafter referred to as "Contractor") of 222 First Street, Henderson, KY.

WHEREAS, Hospital and Contractor have entered into a Deed of Easement for the establishment of an exclusive permanent easement for the purpose of installation, maintenance, repair and replacement of a 12" water main and such other underground utility facilities, as required or needed by Contractor; and

WHEREAS, as partial consideration for said Deed of Easement, Hospital and Contractor have agreed to enter into this Paving Agreement;

NOW THEREFORE, in consideration of the execution of that Deed of Easement of even date herewith, and of the terms and conditions more particularly set forth below the parties do hereby agree as follows:

1. **PERFORMANCE.** At the conclusion of Contractors' work on the water line, Contractor will pave Hospital's existing driveway from Merritt Drive to the Hospital's parking lot with a one and one-half inch (1-1/2") course of asphalt surface. Contractor shall perform in a timely, good and workmanlike manner in accordance with the usual standards acceptable in the industry and using suitable materials.

2. **LABOR & MATERIALS.** Contractor shall furnish all labor and any and all materials required to complete the project as indicated in Paragraph 1 above in a good and workmanlike manner. Hospital shall not be responsible for any materials, supplies or labor in the performance of this Contract, and Contractor shall obtain any and all permits which may be required in the performance of its duties.

3. **COMMENCEMENT AND COMPLETION OF WORK.** Contractor shall begin immediately performance of this Contract at the conclusion of Contractor's work on the water line. Contractor will complete performance in its entirety, including the removal of all surplus materials, supplies and rubbish from the premises upon completion.

Failure to complete the performance of said Contract shall be grounds for termination of this Paving Agreement and Hospital shall have the right to require specific performance under this Paving Agreement, obtain a substitute Contractor to complete performance, offset the cost and pursue any other remedy allowed in law or equity.

4. **CONTRACT PRICE.** It is understood between the parties this Contract executed in consideration for the Dead of Easement dated _____.

5. **ADDITIONS, ALTERATIONS OR MODIFICATIONS.** Any additions, alterations or substitutions shall be in writing and executed by the parties and attached to this Paving Agreement.

6. **INSURANCE.** Contractor warrants and represents that it currently does and will maintain in effect a policy of liability insurance covering activities contemplated hereby.

7. **INDEMNITY.** Contractor agrees to indemnify and hold Hospital harmless from any and all damages or injury which may result from the acts of omissions of Contractor or its employees, agents or subcontractors. Further, upon written request by Hospital, Contractor agrees to provide proof of payment for all materials and supplies furnished for the performance of this Paving Agreement.

8. **MECHANIC'S LIENS.** In the event that a mechanic's lien is filed against the property of Hospital, for any reason, disputed or not, Contractor agrees to immediately upon notice by Hospital take whatever steps are necessary to have said lien removed. If Contractor fails to have said lien removed within five (5) days of the notice thereof, Hospital may take such steps as necessary to have said lien removed and Contractor agrees to reimburse and pay Hospital the costs incurred therefor, including attorney's fees.

9. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement between the parties and there are no oral understandings or changes.

10. **BINDING EFFECT.** This Paving Agreement shall be binding on and shall enure to the benefit of the party's successors in interest.

COMMUNITY UNITED METHODIST HOSPITAL, INC.

By _____

CITY OF HENDERSON, KENTUCKY

By _____

City Commission Memorandum
16-36

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
RE: Amend Denton Shelter Fee Schedule – Cleaning Deposit

The accompanying resolution amends the fee schedule for the cleaning deposit at the Louis William Denton Shelter.

The attached Parks and Recreation Memorandum 16-3 details the rationale behind the requested changes to the Denton Shelter fee schedule changing the cleaning deposit of \$50.00 to a cleaning/security deposit of \$100.00 and recommended new closing time of 9:00 p.m. The proposed change would also allow the City to retain the deposit if incomplete, inaccurate or falsified information or failure to follow Denton Shelter Rental rules occurs.

Your approval of the attached resolution is requested.

c: Trace Stevens

Park and Recreation Memorandum
16-3

February 19, 2016

TO: Russell Sights, City Manager
CC: William Newman, Maree Collins, Dawn Kelsey
FROM: Trace Stevens, CPRP, Park and Recreation Director
SUBJECT: Revised Denton Shelter rental agreement

Attached is the revised rental agreement that I propose for use with the Denton Shelter. This revision is requested after discussion with staff, review of past rentals and issues with recent rentals for inappropriate purposes

These changes are being requested due to the shelter being used to host for profit parties with alcohol that routinely go past the stated end time of 11PM. During the month of July there have been four Fridays that were rented for these parties. The Parks and Recreation staff identified and canceled three of these. The fourth resulted in police shutting down the party at 3am. Parks and Recreation staff was forced to call in additional employees to sufficiently clean the shelter as well as facility maintenance staff for required repairs to the restrooms.

The Parks and Recreation department maintains a "No Rent" list for the Denton Shelter comprised of renters that lose their cleaning deposit for leaving egregious messes or providing false information for the rental agreement. Since November there have been eight additional names added to that list.

There are four changes proposed for the Denton Shelter rental agreement. The first will change the end time for all rentals to 9pm from 11 pm. The second will all the Parks and Recreation Department to keep the reservation fee if it's discovered that the form was completed under false pretenses. The third will define the Parks and Recreation as the final arbiter of cancellations. The fourth will increase the refundable cleaning deposit from \$50.00 (fifty) to \$100.00 (one hundred) dollars

The four proposed changes to the Denton Shelter agreement are as follows:

- Rule 5 has been changed to read, "A CLEANING/SECURITY DEPOSIT OF \$100.00 IS REQUIRED ON ALL RENTALS ALONG WITH ANY REMAINING BALANCE FOR RENTAL AT THE TIME THE KEY IS PICKED UP FROM THE PARKS OFFICE. THE DEPOSIT WILL BE RETURNED IF THE SHELTER IS NOT DAMAGED, IS CLEANED, AND IS VACATED BY 9:00 PM."

It originally read, "A CLEANING/SECURITY DEPOSIT OF \$50.00 IS REQUIRED ON ALL RENTALS ALONG WITH ANY REMAINING BALANCE FOR RENTAL AT THE TIME THE KEY IS PICKED UP FROM THE PARKS OFFICE.
THE DEPOSIT WILL BE RETURNED IF THE SHELTER IS NOT DAMAGED, IS CLEANED, AND IS VACATED BY 9:00 PM."

- Rule 11 was added that reads, "Incomplete or Inaccurate information or failure to follow any of the above rules may result in the unilateral cancellation of this agreement and forfeiture of any fees or deposits paid."
- Rule 12 was added that reads, "Cancellations by the Henderson Parks and Recreation Department are final."

It's my hope that these three changes will allow the Denton Shelter to continue to be the community benefit it is now and dissuade inappropriate use. I have attached the full rental agreement for your approval.

RENTAL AGREEMENT

Denton Shelter

This rental agreement, made the ____ day of _____, _____
between (lessor) City of Henderson, Parks Department, and (lessee):

RENTAL DATE: _____

Organization or individual: _____

Contact Person: _____ Phone #: _____

Activity Planned: _____

FEES:	Monday – Thursday:	\$ 50.00
	Friday – Sunday:	\$100.00
	Holidays*	\$125.00

**Holidays are defined as these days officially celebrated by the City with the closing of administrative offices.*

(Do Not Write Below This Line – For Office Use)

Amount Paid: _____ Date: _____ Receipt #: _____

Amount Paid: _____ Date: _____ Receipt #: _____

Cleaning/Security Deposit Made: \$ _____

Date Cleaning/Security Deposit Returned: _____

Signature of Person Receiving Deposit: _____

KEY PICKUP VERIFICATION

Name: _____

Address: _____

Date of Birth: _____

****Must be 21 years or older****

Date Cancelled: _____ By: _____

Claim Voucher #: _____ Date: _____

The Following Rules and Regulations Shall Apply to the Use of the Denton Shelter

1. Any person, firm, club or organization leasing said facility shall not deface the leased facility and its contents. Lessee shall also be responsible for any damage, loss or breakage to leased facility and its contents. Lessee shall also be required to replace any items that are broken, lost or damaged during the rental period.
2. Lessee shall be twenty-one (21) years of age or older. Adults (21 yrs & older) shall be present for the supervision of youth activities at the rate of one (1) adult for every twenty (20) youth participants.
3. The City of Henderson shall not be responsible for any loss, damage or injury that may result to the Lessee or the Lessee's property, except for negligence on behalf of the City, during the time covered by the rental agreement.
4. The undersigned hereby RELEASES and agrees to HOLD HARMLESS the City, its employees, agents, heirs, and assigns, and all of them, of and from any loss, liability, claims and damage that may occur from any loss, damage or injury resulting from the use of the Denton Shelter.
5. The Lessee may reserve the Denton Shelter by executing this agreement within 7 days after notification to City to hold a fixed reservation by paying a deposit of \$25 (for use Monday through Thursday), \$50 (for use Friday through Sunday) or \$65 (for use holidays). This deposit will be applied towards the rental charge for the use of facility. Failure to execute this agreement and post the deposit will result in cancellation of reservation. **LESSEE MAY NOT HAVE ACCESS TO THE DENTON SHELTER UNTIL 8:00 AM ON THE DAY OF RENTAL. PREMISES SHALL BE CLEARED BY 9:00 PM.**

A CLEANING/SECURITY DEPOSIT OF \$100.00 IS REQUIRED ON ALL RENTALS ALONG WITH ANY REMAINING BALANCE FOR RENTAL AT THE TIME THE KEY IS PICKED UP FROM THE PARKS OFFICE.

THE DEPOSIT WILL BE RETURNED IF THE SHELTER IS NOT DAMAGED, IS CLEANED, AND IS VACATED BY 9:00 PM.

IN CASE OF CANCELLATION: IF ONE (1) WEEK NOTICE IS GIVEN A FULL REFUND IS ISSUED. IF LESS THAN ONE (1) WEEK NOTICE IS GIVEN THE DEPOSIT WILL BE FORFEITED. ALL refunds will be made by check issued by the City of Henderson.

6. The key may be obtained during office hours, which are 8:00 AM to 12:00 Noon and 1:00 PM to 5:00 PM, Monday through Friday. The office is closed on weekends.
7. **NO ALCOHOLIC BEVERAGES ARE ALLOWED IN THE DENTON SHELTER OR ON THE GROUNDS OF ATKINSON PARK.**
8. **All decorations shall be removed from the Denton Shelter, inside and out. The shelter, parking lot and grounds, shall be returned to its original condition when vacated. PLEASE DO NOT USE TACKS OR NAILS. WINDOWS AND DOORS SHALL NOT BE COVERED FOR ANY REASON.**
9. The Lessee under any condition may not sublease the shelter. The Lessee agrees and allows the premises to be inspected by City employees and members of the Police Department without notice.
10. If the rental reaches or is expected to reach a point where it is deemed out of hand the Henderson Parks and Recreation Department or Henderson Police Department have the right to end the rental and eject the renter and all guests from the premises. In the event of ejection the Lessee forfeits all fees, payments and deposits for this rental.
11. **Incomplete or Inaccurate information or failure to follow any of the above rules may result in the unilateral cancellation of this agreement and forfeiture of any fees or deposits paid.**
12. **Cancellations by the Henderson Parks and Recreation Department are final.**

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS OF THIS RENTAL AGREEMENT. I will be the responsible person in attendance at the function:

Signature: _____ Date: _____

Address: _____ Phone: _____

**City Commission Memorandum
16-31**

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: Assessment Moratorium –801 South Main Street

The accompanying resolution amends the stated proposed use of the property reassessment moratorium for Thomas B. Logan for property located at 801 South Main Street.

On April 14, 2015 the Board of Commissioners granted a tax moratorium to Thomas B. Logan for property located at 801 South Main Street for improvements which included an assisted living facility or adult apartments.

The proposed amendment would revise the scope of work for renovations of approximately \$1, 000,000.00 for repairs and an apartment complex. The Henderson County Property Valuation Administrator's appraisal of the property at that time was \$110,000.00. This amendment does not extend the timeframe of the project only the scope of the project.

Your approval of the attached resolution is requested.

c: Robert Gunter

RESOLUTION NO. _____

RESOLUTION AMENDING THE STATED PROPOSED
USE OF THE PROPERTY REASSESSMENT MORATORIUM
FOR THOMAS B. LOGAN FOR PROPERTY LOCATED AT 801
SOUTH MAIN STREET, HENDERSON KY

WHEREAS, pursuant to Article VI of Chapter 21 of the Code of Ordinances of the City of Henderson, the City may grant a five year tax reassessment moratorium for qualifying units of real property zoned as General Business District of the City; and

WHEREAS, on April 14, 2015, the Board of Commissioners granted a tax moratorium to Thomas B. Logan, 800 North Elm Street, Henderson, Kentucky, 42420 for the improvements to be made to his property located at 801 South Main Street, Henderson, Kentucky; and

WHEREAS, Thomas B. Logan has requested to amend his Moratorium to change the proposed use from “assisted living facility or adult apartments” to “apartment complex”; and

WHEREAS, the property complies with all of the eligibility requirements of the moratorium program and the City Manager recommends that the amendment to his moratorium be approved.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is accepted, and the existing property tax reassessment moratorium’s proposed use be amended from “assisted living facility or adult apartments” to “apartment complex” as submitted by Thomas B. Logan, hereby attached and marked as Exhibit “A”, for the property located at 801 South Main Street, Henderson, Kentucky, is hereby approved.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

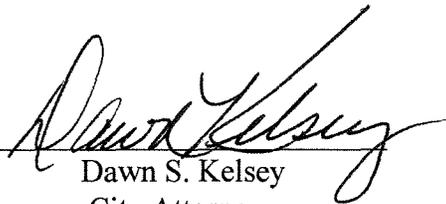
ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 19 DAY OF
FEBRUARY, 2016.**

By:

A handwritten signature in black ink, appearing to read "Dawn Kelsey", written over a horizontal line.

Dawn S. Kelsey
City Attorney



NOTE:
This form must be filed with the proper administering agency of the county in which property is located 30 days prior to restoration or repair.

**Application For
Assessment Moratorium Certificate**

County Henderson Date Submitted 1/12/16

1. Name(s) and mailing address of owner-applicant(s) in whose name title is vested:
LBT LLC (Thomas B. Logan)
800 N. Elm Street Henderson, KY 42420

2. Location and description of property:
 Commercial Residential
a. Location 801 S. Main Henderson, KY 42420
b. Age of property _____
c. General description of property Old warehouse

d. General description of proposed use apartment complex

e. Time schedule for completion of project 2 years

f. If commercial, also list the fixed building equipment and a statement of the economic advantages expected from the moratorium and construction employment _____

g. Applicant's estimate of Total Costs of rehabilitation or repair \$ 1 million

h. Applicant's estimate of fair cash value of property as of the date of application \$ 125,000

AFFIDAVIT AND OATH

I, _____, hereby swear (affirm) under penalty of perjury that I (we) am (are) the owner(s) of the property for which this assessment moratorium is sought; and that all information contained in this application is true and correct.

Signature of Applicant

1-25-16
Date

RESERVED FOR OFFICIAL USE

This application is: Approved Disapproved

Agent of Authorized Agency

Date

Property Valuation Administrator's Appraisal \$ _____

Date

City Commission Memorandum
16-29

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Cemetery Mowing Contract

The accompanying municipal order authorizes the award of a contract for the mowing of city cemeteries to Knights Landscaping, LLC, Henderson, for cemetery properties in accordance with their low bid.

The major part of the work is expected to commence approximately April 1 and continue through November 1, although weather will dictate the full-extent of the mowing season. Each cemetery is priced on a unit basis per property to be mowed which serves as the basis of compensation during the term of the agreement.

Included in the scope of work is the mowing and trimming of Fernwood, Fairmont, and Mt. Zion cemeteries. The contract provides for the cemeteries to be mowed and trimmed at least once per week, or as specifically directed by the City. Special attention shall be paid to the appearance of the cemeteries for holidays. The frequency of mowing will be adjusted as necessary by the city with the lawns to be mowed often enough so as to maintain the length of the grass at no less than 1 1/2 inch and no taller than 3 inches. Grass clippings are to be blown off monuments, roadways, paths, and sidewalks by the end of each cut day. No herbicides or other chemicals are to be used for grass and weed control without the consent of the Parks Director. Any monument damaged or disturbed by the contractor is required to be repaired or reset at his expense. Minor litter pickup is also required of the contractor.

Bid packages were sent to twenty-five vendors, with two vendors submitting bids. The recommended bidder was the lowest responsible bidder and recommendation is made accordingly.

The contract term is through December 31, 2017, with an option to extend for an additional one-year period under the same terms and conditions.

Adequate funds are budgeted and available for this purpose. Your approval of the attached municipal order is requested.

c: Trace Stevens
Paul Titzer

Park and Recreation Memorandum
16-02

Monday, January 25, 2016

TO: Russell Sights, City Manager
Robert Gunter, Finance Director

CC: Maree Collins
Paul Titzer

FROM: Trace Stevens, CPRP, Park and Recreation Director

SUBJECT: Bid Acceptance

In response to bid 16-01 the Parks Recreation and Cemeteries Department would like recommend that the city accept the bid from Knight's Landscaping of Henderson KY for Fernwood Cemetery at an annual price of \$68925.00

In response to bid 16-01 the Parks Recreation and Cemeteries Department would like recommend that the city accept the bid from Knight's Landscaping of Henderson KY for Fairmont and Mt Zion Cemetery at an annual price of \$30960.00.

I recommend retaining the services of Knight's Landscaping for Cemetery Mowing Services for an annual fee of \$99885.00. If accepted this would be the third time Knights has been awarded this bid. The only other bidder CTL Services proposed a significantly higher annual fee.

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

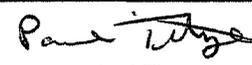
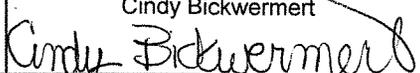
BID REFERENCE NO.: 16-01
 DATE BID OPENED: 01/22/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

CTL SERVICES
 MORGANFIELD, KY

KNIGHT'S LANDSCAPING &
 LAWN CARE
 HENDERSON, KY

	Unit Price/cut	Total	Unit Price/cut	Total	Unit Price/cut	Total	Unit Price/cut	Total	Unit Price/cut	Total
<u>Fernwood Cemetery</u>										
Fernwood Mowing Area 1 (33 cuts)	\$790.00	\$26,070.00	\$410.00	\$13,530.00						
Fernwood Mowing Area 2 (33 cuts)	\$790.00	\$26,070.00	\$410.00	\$13,530.00						
Fernwood Mowing Area 3 (33 cuts)	\$790.00	\$26,070.00	\$410.00	\$13,530.00						
Fernwood Mowing Area 4 (33 cuts)	\$790.00	\$26,070.00	\$410.00	\$13,530.00						
Fernwood Mowing Area 5 (33 cuts)	\$790.00	\$26,070.00	\$410.00	\$13,530.00						
Fernwood Mowing Area 6 (15 cuts)	\$225.00	\$3,375.00	\$85.00	\$1,275.00						
<u>Fairmont Cemetery</u>										
Fairmont Mowing Area 1 (33 cuts)	\$255.00	\$8,415.00	\$150.00	\$4,950.00						
Fairmont Mowing Area 2 (33 cuts)	\$255.00	\$8,415.00	\$150.00	\$4,950.00						
Fairmont Mowing Area 3 (33 cuts)	\$255.00	\$8,415.00	\$150.00	\$4,950.00						
Fairmont Mowing Area 4 (33 cuts)	\$255.00	\$8,415.00	\$150.00	\$4,950.00						
Fairmont Mowing Area 5 (33 cuts)	\$255.00	\$8,415.00	\$150.00	\$4,950.00						
Fairmont Mowing Area 6 (15 cuts)	\$255.00	\$3,825.00	\$150.00	\$2,250.00						
<u>Mt. Zion Cemetery (33 cuts)</u>	\$225.00	\$7,425.00	\$120.00	\$3,960.00						
Total Bid Price		\$187,050.00		\$99,885.00						

Other Bidders Contacted:
 Jason Tillotson; S & S Mowing Service LLC; Denton's FYC; Bowling Enterprises; A Better Lawn Care; Fulcher's Lawn Care; Benton's Garden & Landscaping Center; Benton's Garden Center, Inc.; McCord's Lawncare; Pierson's Southern Turf Management; First Impressions Lawn & Excavating; B & L Phillips Services, Inc.; Bluegrass Landscaping & Irrigation; M & M Lawncare; TESCO, Inc.; Big Blue Landscaping & Irrigations; Fulcher's Lawn Care; Posey Lawn Care; Denton's FYC; H & H Lawncare; Shelton's Lawncare; J K Lawnscape; Edgington Mowing Services, Inc.

Bids Opened & Recorded By:

 Paul Titzer
 Cindy Bickwermer


Bids Reviewed By:
 Trace Stevens
 Ben Clark

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-01

SPECIAL CONDITIONS

In order to present an attractive and well-maintained appearance, the City of Henderson is accepting sealed bids for the mowing and trimming of the following City cemeteries.

Estimated Number of Cuts per Season

Fernwood Cemetery

Mowing Area 1 estimated 33 cuts per season
Mowing Area 2 estimated 33 cuts per season
Mowing Area 3 estimated 33 cuts per season
Mowing Area 4 estimated 33 cuts per season
Mowing Area 5 estimated 33 cuts per season
Mowing Area 6 estimated 15 cuts per season

Fairmont Cemetery

Mowing Area 1 estimated 33 cuts per season
Mowing Area 2 estimated 33 cuts per season
Mowing Area 3 estimated 33 cuts per season
Mowing Area 4 estimated 33 cuts per season
Mowing Area 5 estimated 33 cuts per season
Mowing Area 6 estimated 15 cuts per season

Mount Zion Cemetery

Entire cemetery estimated 33 cuts per season.

Note that mowing Area 6 in Fernwood and Fairmont cemeteries is less active and is estimated to be mowed less frequently than areas (1 – 5).

The numbers of cuts are estimates only and the City does not guarantee any minimum or maximum number of cuts per season. The estimated number of cuts will be used to determine the lowest total bid price.

Detail of Mowing Areas

FERNWOOD CEMETERY

Mowing Area 1 Section 1, 2, 3, 4, & 5
Including Workshop, Small Office, Park & Recreation Office, Mausoleum Units, Berms
Mowing Area 2 Section 6, 14, 21, 22, 25, ½ circle
Mowing Area 3 Section 7, 13, 15, ½ circle
Mowing Area 4 Section 8, 12, 16, 17, 11, 9, 10, Public Ground #1,
Public Ground #2, 18, 19
Mowing Area 5 Section 20, 23, 24, Public Ground #3, A, B, and small triangle
Mowing Area 6 Section C

SPECIAL CONDITIONS

Page 2

FAIRMONT CEMETERY

Mowing Area 1 Section A

Mowing Area 2 Section B1 & B2, Veterans lot

Mowing Area 3 Section C

Mowing Area 4 Section E1 & E2, median

Mowing Area 5 Section F & G

Mowing Area 6 Section H

The City will maintain a continuing property inspection to determine that the contractor is complying with all provisions of the contract. This inspection will include but will not be limited to the quality of service rendered, compliance with the terms and specifications, and the regularity of the service.

Term and Cancellation

The term of the contract will be from the date the bid is approved by the City Commission through December 31, 2017. If both parties agree in writing, the contract can be extended for an additional twelve (12) month period upon the same terms and conditions.

Upon determination by the City Manager, of unsatisfactory performance, the contract can be terminated in five (5) calendar days upon written notice.

Licenses and Insurance

- A. Broad Form Comprehensive General Liability, including Products and Completed Operations.

Bodily Injury: \$300,000 each occurrence
 \$1,000,000 aggregate

Property Damage: \$300,000 each occurrence

- B. Automobile Liability, including any auto, hiring autos and non-owned autos.

\$300,000 combined single limit

- C. Workers Compensation for all employees used on the job pursuant to statute.

SPECIAL CONDITIONS

Page 3

Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the City and signed by the Bidder's insurer shall be supplied by Bidder to the City evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the City prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

Successful bidder will be required to obtain a City of Henderson Occupational License.

Invoicing and Payment

The City shall be invoiced bi-weekly for the services rendered during the previous two weeks. The invoice shall individually list each mowing area in each cemetery mowed during the two week period, the number of times mowed, the "per cut" price as established in the contract, and the extended total price (Price per cut (x) number of cuts).

The mowing week will begin on Friday of each week and conclude on the following Thursday. The Cemetery Superintendent and/or designee will inspect properties on Friday for payment of services.

Bid Award

Bid will only be awarded to a "Responsible Bidder".

"Responsible Bidder" means a person or firm who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

Bidder must demonstrate that it is a "Responsible Bidder" in order to be considered for bid award.

Each bidder is required to submit the following in order to demonstrate it is a "Responsible Bidder". The City may require additional information.

- List number of years in business.
- Work references from a minimum of three firms for whom similar work has been performed in the past year. References shall contain the company name, address contact person and phone number.
- A list of equipment to be used or acquired and the number of personnel the bidder considers adequate to perform this work.

SPECIAL CONDITIONS

Page 4

- An operational plan that sets forth the contractors plans for successfully fulfilling the contract including a tentative mowing schedule, supervision of crews, and accessibility of contractor for addressing special services or concerns, estimated number of hours to complete services at job site.
- A properly filled out Bid Pricing Sheet, Bid Reference 16-01.
- All bidders are required to meet with the Parks and Recreation Director or designee to inspect the properties and discuss mowing and trimming practices included in the work prior to the submission of a bid, unless other arrangements are made with the City. Questions regarding the properties included or specifications are to be directed to Trace Stevens, Director of Parks and Recreation, at 270-831-1274.

~~The Responsible Bidder with the lowest Total Bid Price will be awarded a contract.~~

The estimated number of cuts times the prices per cut will be used to determine the lowest total bid price. However, the City does not guarantee any minimum or maximum number of cuts. Payment will be based on the actual number of cuts.

Bidders unfamiliar with the City's sealed bid process or bidders with procedural questions are encouraged to call Paul Titzer, Assistant Finance Director, at 270-831-1290, ext. 2220.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-01

TECHNICAL SPECIFICATIONS

- The contractor shall be responsible for all equipment and maintenance of said equipment required in fulfilling this contract.
- The work to be performed under this contract is expected to begin around April 1 of each year and conclude around November 1. Depending upon weather and growing conditions, it is possible that mowing services will begin earlier than April 1 and continue after November 1. The contractor will be expected to start and end mowing services as directed by the City.
- The City does not guarantee any minimum or maximum number of cuttings or trimming during the period covered by this contract. The City reserves the right to mow and trim any property included in the contract with its own crews or to otherwise care for its property as determined in its best interests.
- The contractor shall take precautions to protect the public, vehicles, buildings, facilities, etc., from harm or damage. Excessive mowing speed shall not be permitted. Proper attire, including shirts and protective eye wear, shall be worn by bidders employees at all times. The contractor's employees shall behave appropriately.
- All operations are to be carried out at each section/site before moving on to the next. Specifically, each section is to be mowed, trimmed, and monuments swept off before moving to another section of the cemetery.
- The contractor shall be responsible for minor litter control and shall not mow over any litter or artificial flowers and cause them to be thrown around the grounds. The contractor shall be responsible for disposing of shredded litter resulting from this action. The City shall be responsible for major litter control and shall be notified immediately when a problem exists.
- The properties shall be mowed and trimmed every seven (7) days, or as specifically directed by the City. The lawns shall be mowed often enough so as to maintain the length of grass at not less than one and one-half (1 ½") inches and not more than three inches (3"). The City shall be notified immediately when there is any deviation from the schedule due to equipment breakdowns, inclement weather conditions, or other reasons.
- Special attention shall be paid to the appearance of the cemeteries on the following days: Mothers Day, Memorial Day, Fathers Day, Easter, Veterans Day and the Fourth of July.
- No tractors or bush hog work shall be performed by the contractor.

TECHNICAL SPECIFICATIONS

Page 2

- Grass adjacent to fixed objects, such as grave stones, monuments, etc. shall be trimmed to the same height as the general turf.
- Areas not accessible to mowers must be trimmed utilizing a weed-eater or similar trimming device. Special attention shall be paid to areas immediately adjacent to monuments, walls, fences, bushes, curbs, streets, paths, building, and other objects. The contractor will trim around headstones in such a manner as not to damage, mark or disfigure them.
- No headstone, grave marker, or any other monument in the cemeteries is to be disturbed. In the event of a disturbance, the City shall be immediately notified and it shall be the financial responsibility of the contractor to repair/correct any damage. If markers are knocked out of line, the contractor shall notify the City who will assist in properly replacing and aligning the markers.
- ~~All grass clippings must be swept or blown from monuments, paths, mausoleums, sidewalks, and roadways immediately after mowing and/or edging, including in front of the department office in Fernwood Cemetery.~~
- Care must be taken when mowing and trimming around trees so the bark is not damaged.
- No mowing or trimming shall be performed during funerals or within any adjacent section if there are visitors to gravesites.
- Any public concerns or comments received by the contractor shall be reported to the City within one day after receipt. The contractor response shall consist of an acknowledgement of the call and remediation of the problem.
- The contractor may leave clippings on the lawn as long as no *readily visible* clumps remain on the grass surface 36 hours after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them.
- No herbicides or other chemicals to be used for grass and weed control shall be used without the expressed consent of the Parks Director or the Cemetery Superintendent.
- The contractor will keep all chain link fences free of weeds and vines. Turf at the base of chain link fences shall be kept neatly trimmed no taller than the surrounding turf. Vines and other vegetation shall not be permitted to grow on the fence.
- The vendor shall not park vehicles, trailers, or heavy equipment on turf areas or sidewalks without prior authorization from the City of Henderson. Do not block walks, drives, or parking areas during maintenance operations.

TECHNICAL SPECIFICATIONS

Page 3

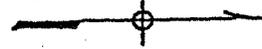
Inspection and Acceptance of Work:

- The mowing schedule will begin on Friday and finish on Thursday of each week. On Friday of each week the cemetery's representative will conduct an inspection for payment of services completed in the prior week.
 - The Contractor shall be responsible for notifying the cemetery's representative as soon as practical after all work is finished.
 - The cemetery will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 72 hours to repair, replace, or redo the specified work. The Contractor will be responsible for all charges incurred.
 - All work must meet the specifications of this agreement.
-
-

- End of Section -

CITY OF HENDERSON KENTUCKY

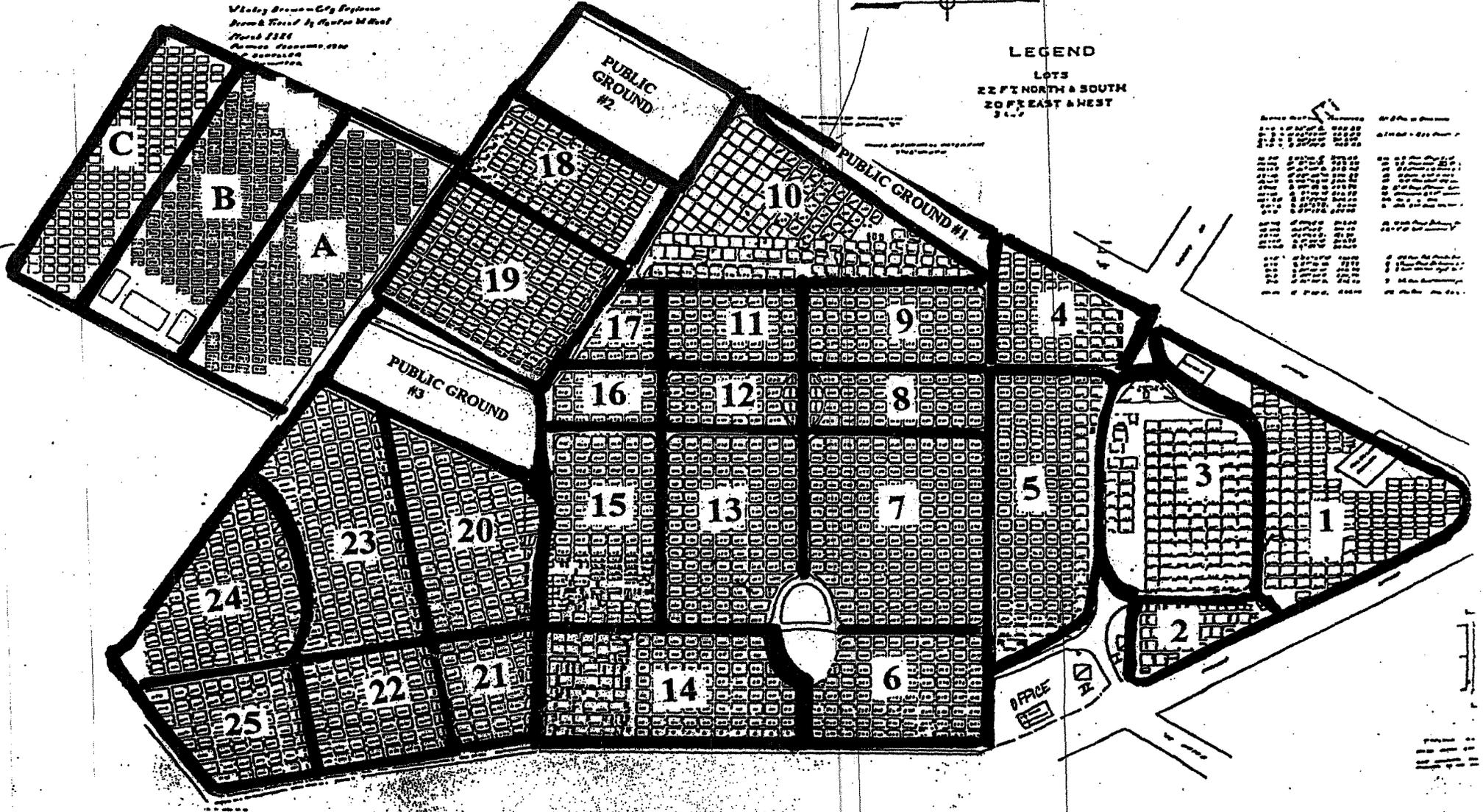
SCALE: 1 INCH=50 FEET



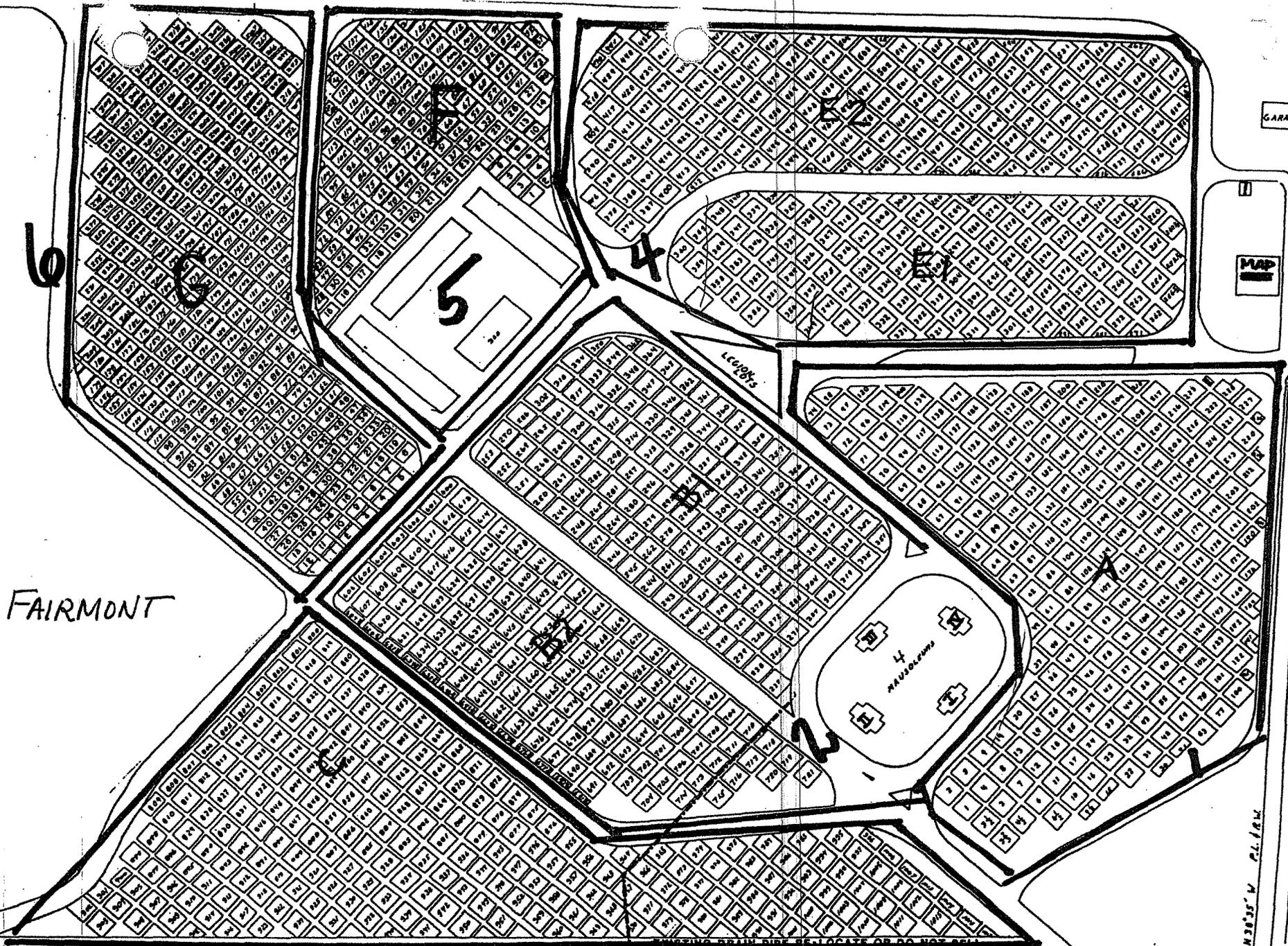
LEGEND

LOTS
22 FT NORTH & SOUTH
20 FT EAST & WEST
34.7

Walter Brown - City Engineer
Drawn & Traced by Charles M. Reed
March 1914
Revised December 1920
C. C. CAMPBELL
CITY ENGINEER



FERNWOOD CEMETERY



FAIRMONT

GARME

MAP

P.L. 187

DRURY STREET

TYPIC
 MON. PULL
 LET MARK
 LOCATED IN

N 47° 42' E 1381.45' P.L. 187

SECTIONS C-867 & C-870

U.S. 41 U.S. 60

N 88° 35' W P.L. 187

MUNICIPAL ORDER _____

MUNICIPAL ORDER AWARDING BID FOR MOWING OF CITY
CEMETERIES TO KNIGHT'S LANDSCAPING, LLC OF
HENDERSON, KENTUCKY

WHEREAS, the City of Henderson has issued invitations to bid for mowing services for City cemeteries; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on January 22, 2016 with Knight's Landscaping, LLC of Henderson, Kentucky, submitting the lowest bid, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Knight's Landscaping, LLC, P.O. Box 114, Henderson, Kentucky 42420 for mowing services for Fernwood, Fairmont and Mt. Zion cemeteries, in strict accordance with its bid as submitted pursuant to Bid Reference 16-01.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____	Commissioner Johnston _____
Commissioner Royster _____	Mayor Austin _____
Commissioner Mills _____	

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of February, 2016.

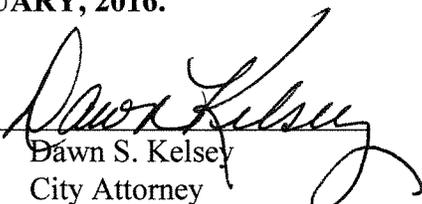
ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 16 DAY OF FEBRUARY, 2016.

By:


Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-32

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Purchase of Police Vehicles

The accompanying municipal order authorizes the purchase of a 2016 Ford Utility Police Interceptor vehicle with installed police pursuit vehicle equipment and a 2016 Ford Utility Police Interceptor vehicle with installed police pursuit vehicle equipment and K9 equipment from Town and Country Ford, Evansville, Indiana.

The vehicles replace older units that will be taken out of service as they were expensive to maintain, undependable, and have outlived their useful lives.

Bid packages were sent to fifteen automotive dealers with two submitting bids. The low bids of \$38,975.00 and \$40,280.00, respectively by Town and Country Ford, meet all specifications and award is recommended accordingly.

Adequate funds are budgeted and available in the Fiscal 2016 budget. Your approval of the attached municipal order is requested.

c: Charles Stauffer
Paul Titzer

POLICE DEPARTMENT MEMORANDUM
16-10

January 28, 2015

TO: Russell Sights
City Manager

FROM: Chip Stauffer
Chief of Police

SUBJECT: Recommendation Police Vehicle Bid Reference No. 16-02

Bids were opened and recorded for Bid Reference No. 16-02 on January 26, 2016, in reference to one (1) Mid-Size SUV police patrol vehicle with installed equipment, and one (1) Mid-Size SUV police patrol vehicle with installed K9 installed equipment for the Henderson Police Department.

Per bid specifications and options, Town & Country Ford, Evansville, Indiana, submitted the lowest bid of \$38,795.00 and \$40,280.00 per vehicle, which are both a 2016 Ford Utility Interceptor. This would be a total cost of \$79,075.00 for two (2) Mid-Size SUV police patrol vehicles.

It is recommended that Town & Country Ford receive the contract for Bid No. 16-02.

If you have any questions or need any additional information in reference to this matter, please do not hesitate to contact me.



Chip Stauffer
Chief of Police

CHS/wds

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

BID REFERENCE NO.: 16-02
 DATE BID OPENED: 01/26/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

TOWN & COUNTRY FORD
 EVANSVILLE, IN

JOHN JONES AUTO
 CORYDON, IN

Item A: One (1) 2016 Model Year Mid-Size SUV
 Patrol-Pursuit Vehicles with Police Pursuit Vehicle
 Equipment, per specifications and options

\$38,795.00

\$40,197.00

Item B: One (1) 2016 Model Year Mid-Size SUV
 Patrol-Pursuit Vehicles with Police Pursuit Vehicle K9
 Equipment, per specifications and options

\$40,280.00

\$41,630.00

Total Combined Bid Price Item A plus Item B

\$79,075.00

\$81,827.00

Other Bidders Contacted

Bids Opened & Recorded By:

Bids Reviewed By:

Don Moore Chevrolet-Cadillac; Moore Ford-Mercury; Audubon Chrysler Center; Dempewolf Ford
 Lincoln-Mercury; Henderson Chevrolet-Oldsmobile; Paul Miller Ford; Wilcat Ford; Jones Auto
 Group; Ruxer Auto; Uebelhor & Sons; Bob Hook Chevrolet; Freedom Dodge Chrysler Jeep;
 Bachman Auto Group; Crossroads Ford

Paul Titzer
 Paul Titzer
 Cindy Bickwermert
Andy Bickwermert

Chip Stauffer

The City of Henderson

P.O. Box 716
Henderson, Kentucky 42419-0716

Finance Department

Phone: 270-831-1200

FAX: 270-831-1246

E-mail: Finance@cityofhendersonky.org

January 19, 2016

TO: All Prospective Bidders

FROM: Paul Titzer, Assistant Finance Director

SUBJECT: Bid Reference #16-02; One (1) Model Year Mid-Size SUV Patrol/Pursuit Vehicle with Police Pursuit Vehicle Equipment and One (1) Model Year Mid-Size SUV Patrol/Pursuit Vehicle with Police Pursuit Vehicle K9 Equipment

Addendum #1

Clarification: Item A & Item B Equipment

All quantities per vehicle should be one (1) on all items except:

10. Sho-Me LED Flashers Manufacturer number 11.1005STT.CHG - Qty. 2
15. SoundOff Undercover LED Undercover ELUC2S010W – Qty. 4

Please note your receipt of this addendum by including a copy of it with your bid or noting receipt of Addendum #1 on the “Bid Pricing Sheet”.

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-02

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is soliciting sealed bids for the below listed new vehicles.

Each bidder shall furnish specifications, length of warranty, list of all features and/or optional equipment and delivery time required after receipt of order.

All bid prices **shall include delivery** to the City of Henderson Police Department, 1990 Barrett Ct., Henderson, Kentucky.

Bid will be awarded to the Lowest Total Combined Bid Price for Item A plus Item B.

Bids shall remain valid for a period of thirty (30) days after bid opening.

Item A: One (1) Model Year Mid-Size SUV Patrol/Pursuit Vehicle with Police Pursuit Vehicle Equipment (No Substitutions)

1. Vehicle features must include:

- V6 or V8 Engine capable of a minimum of 365 HP
- All-Wheel-Drive system
- Four-wheel heavy duty disc brakes
- Minimum 220 Amp Alternator
- Minimum 750 CCA battery
- Air bag system that includes side-curtain airbags for front and rear outboard passengers and rollover sensor
- Power door locks with auto lock
- Power windows, one-touch-up/down driver's feature and rear window defroster
- Full size spare tire
- Drivers side LED spotlight
- White in color
- Certified Calibrated speedometer
- 6 keys per vehicle delivered

2. Vehicle equipment must include:

***Note: Due to compatibility with existing equipment and other reasons, the City of Henderson regrets that it cannot allow brand substitutions on this bid.**

1. Federal Signal Integrity light bars with Red/Blue/Flood lights
Manufacturer number INTG44RB
2. Federal Signal Platinum Sirens Manufacturer number SSP2000B
3. Federal Signal Dynamx 100 Watt Speakers Manufacturer number ES100
4. Federal Signal Speaker Brackets Manufacturer number ESB-EXP07
5. Federal Signal Rumbler Sirens Manufacturer number RUMBLER-3
6. Federal Signal Rumbler Siren Brackets Manufacturer number RB-FPIU 16
7. Federal Signal Park Siren Deactivator Manufacturer number UPKM-3
8. Federal Signal Trooper Stinger Spike System Manufacturer number 90200
9. Federal Signal Latitude rear lightstick SL8F-RB
10. Sho-Me LED Flashers Manufacturer number 11.1005STT.CHG
11. SoundOff Signal Intersector Mirror Lights (Red) Manufacturer ENT2B3R
12. SoundOff Signal Intersector Mirror Lights (Blue) Manufacturer ENT2B3B
13. SoundOff Signal nForce Grill Light ENFSGS3BW
14. SoundOff Signal nForce Grill Light ENFSGS3RW
15. SoundOff Undercover LED Undercover ELUC2S010W
16. SoundOff Signal White/Red LED Dome Lights
Manufacturer number ECVDMILTALDC
17. Jotto 16" Consoles Manufacturer number 425-6193
18. Jotto Adjustable Arm Rests Manufacturer number 425-6411
19. Jotto Power Outlet Faceplates Manufacturer number 425-2968
20. Jotto Space Creator Partition 475-0304
21. Jotto Partition Lower Extension Panels 475-0789
22. Pro-Gard Rear Transport Seat/Cargo Barrier/Seat Belt ABS S4702UINT130SB-
Poly & S4705UINT130SB-Wire
23. Havis Computer Side Mount Poles Manufacturer number C-HDM-204
24. Havis Swing Arm with Motion Adapter Manufacturer number C-MD-102
25. Havis Universal Laptop Mount Manufacturer number UT-101
26. Havis Universal Tablet Mount Manufacturer number UT-201
27. TufLoc Vertical Weapons Mount Manufacturer number 108DL
28. Brother Pocket Jet 6 Plus 200 dpi printers (mfg PJ622)
29. Ram Mount Laptop Trays Manufacturer number RAM-234-6
30. Patrol Power Wiring Harnesses Manufacturer number 03-0211

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 3

31. C2G Ultima USB cable - 16.4 ft. (mfg 29653)
32. Brother Power adapters - car (mfg LB3691)
33. Bundle Adapter / pouch dell 90 Watt Auto-Air DC adapter
34. Honeywell Xenon 1900 Scanner (19GSR-2-04316)
35. Honeywell bar code scanner holders (30000163)
36. Honeywell USB cable 10 ft (CBL-500-300-S00)

Item B: One (1) 2016 Model Year Mid-Size SUV Patrol/Pursuit Vehicle with Police Pursuit Vehicle K9 Equipment (No Substitutions)

1. Vehicle features must include:

- V6 or V8 Engine capable of a minimum of 365 HP
- All-Wheel-Drive system
- Four-wheel heavy duty disc brakes
- Minimum 220 Amp Alternator
- Minimum 750 CCA battery
- Air bag system that includes side-curtain airbags for front and rear outboard passengers and rollover sensor
- Power door locks with auto lock
- Power windows, one-touch-up/down driver's feature and rear window defroster
- Full size spare tire
- Drivers side LED spotlight
- White in color
- Certified Calibrated speedometer
- 6 keys per vehicle delivered

2. Vehicle equipment must include:

***Note: Due to compatibility with existing equipment and other reasons, the City of Henderson regrets that it cannot allow brand substitutions on this bid.**

1. Federal Signal Integrity light bars with Red/Blue/Flood lights
Manufacturer number INTG44RB
2. Federal Signal Platinum Sirens Manufacturer number SSP2000B
3. Federal Signal Dynamx 100 Watt Speakers Manufacturer number ES100
4. Federal Signal Speaker Brackets Manufacturer number ESB-EXP07
5. Federal Signal Rumbler Sirens Manufacturer number RUMBLER-3
6. Federal Signal Rumbler Siren Brackets Manufacturer number RB-FPIU 16

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 4

7. Federal Signal Park Siren Deactivator Manufacturer number UPKM-3
8. Federal Signal Trooper Stinger Spike System Manufacturer number 90200
9. Federal Signal Latitude rear lightstick SL8F-RB
10. Sho-Me LED Flashers Manufacturer number 11.1005STT.CHG
11. SoundOff Signal Intersector Mirror Lights (Red) Manufacturer ENT2B3R
12. SoundOff Signal Intersector Mirror Lights (Blue) Manufacturer ENT2B3B
13. SoundOff Signal nForce Grill Light ENFSGS3BW
14. SoundOff Signal nForce Grill Light ENFSGS3RW
15. SoundOff Undercover LED Undercover ELUC2S010W
16. SoundOff Signal White/Red LED Dome Lights
Manufacturer number ECVDMLTALDC
17. Jotto 16" Consoles Manufacturer number 425-6193
18. Jotto Adjustable Arm Rests Manufacturer number 425-6411
19. Jotto Power Outlet Faceplates Manufacturer number 425-2968
20. Havis K9 Transport Utility Transport System KK-K9-F18 K
21. Havis SideWindow10" Guard/Fan WGI-FAN
22. Havis Computer Side Mount Poles Manufacturer number C-HDM-204
23. Havis Swing Arm with Motion Adapter Manufacturer number C-MD-102
24. Havis Universal Laptop Mount Manufacturer number UT-101
25. Havis Universal Tablet Mount Manufacturer number UT-201
26. Radiotronics K9 Hot-N-Pop Pro
27. Pro-Gard Rear Window Screens PT-RWG
28. TufLoc Vertical Weapons Mount Manufacturer number 108DL
29. Brother Pocket Jet 6 Plus 200 dpi printers (mfg PJ622)
30. Ram Mount Laptop Trays Manufacturer number RAM-234-6
31. Patrol Power Wiring Harnesses Manufacturer number 03-0211
32. C2G Ultima USB cable - 16.4 ft. (mfg 29653)
33. Brother Power adapters - car (mfg LB3691)
34. Bundle Adapter / pouch dell 90 Watt Auto-Air DC adapter
35. Honeywell Xenon 1900 Scanner (19GSR-2-04316)
36. Honeywell bar code scanner holders (30000163)
37. Honeywell USB cable 10 ft (CBL-500-300-S00)

- End of Section -

MUNICIPAL ORDER _____

MUNICIPAL ORDER AWARDING BID FOR PURCHASE OF TWO(2) POLICE PATROL SUV VEHICLES ONE WITH INSTALLED VEHICLE EQUIPMENT AND ONE WITH INSTALLED K9 EQUIPMENT TO TOWN AND COUNTRY FORD, EVANSVILLE, IN, IN THE TOTAL AMOUNT OF \$79,075.00

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of two police patrol vehicles one with installed equipment and one with installed K9 equipment, for the police department; and

WHEREAS, bids were submitted to the City of Henderson pursuant to said invitations, and were publicly opened on January 29, 2016, with Town and Country Ford of Evansville, Indiana, submitting the best bid for the two (2) police patrol SUV vehicles one with installed equipment and one with installed K9 equipment, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Town and Country Ford, 7720 East Division E. Division Street, Evansville, IN 47715, for the purchase of two police patrol SUV vehicles one with equipment installed and one with K9 equipment installed, in the total amount of \$79,075.00, in strict accordance with their bids as submitted pursuant to Bid Reference 16-02.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____	Commissioner Johnston _____
Commissioner Royster _____	Mayor Austin _____
Commissioner Mills _____	

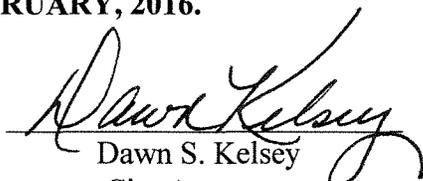
INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the ____ day of February, 2016.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 16 DAY OF FEBRUARY, 2016.

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-28

February 16, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Award of Bid for Cement Concrete

The accompanying municipal order authorizes the award of a bid to Irving Materials Inc., (IMI South) Henderson, Kentucky for cement concrete and related street repair commodities.

This contract serves as an open requirement order and is a method to acquire cement concrete and related street repair commodities of an indeterminate amount and type at the lowest cost. Included in the award are 28-day concrete mix, three-day concrete mix, one-day concrete mix, curb machine concrete and structural and non-structural control density fill.

Bid information was sent to four vendors, with Irving Materials Inc. (IMI South) submitting the lone bid. Award is recommended accordingly. We always solicit and invite competitive bids for these items. In this bid request only one bid was received. IMI has been a responsible vendor on previous contracts. Even though this is a price increase on the individual items recommended in this proposed contract, it is potentially a two year agreement and I am recommending this contract approval.

The contract serves as an open requirement order and is a method to acquire commodities of an indeterminate amount and type at the lowest cost. It is expected that the total amount to be expended under this contract will be approximately \$178,500.00.

The award will be for a one-year period effective through January 31, 2017, with a one-year extension option.

Your approval of the attached municipal order is requested.

c: Buzzy Newman
Brian Williams
Owen Reeves
Doug Boom
Paul Titzer

**Engineering Division Memorandum
16-01**

January 28, 2016

TO: Russell Sights, City Manager
FROM: Doug Boom, Engineer *DJB*
THRU: William Newman, Assistant City Manager
SUBJECT: Bid Reference 16-03, Cement Concrete for City Projects

Bids were opened on January 27, 2016 for Cement Concrete for City Projects. The bids opened were as follows:

Bidder	Total Bid Price
Irving Materials, Inc	\$178,500.00

This Bid is for cement concrete materials including 28-day concrete mix, three-day concrete mix, one day concrete mix and structural and non-structural control density fill. The award will be for a 12 month period effective through to **January 31, 2017**.

I recommend that **Bid Reference 16-03, Cement Concrete for City Projects**, be awarded to the lowest evaluated bidder meeting the specifications, **Irving Materials Inc.-South, 8135 US Highway 41 South, Henderson, KY 42420**.

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

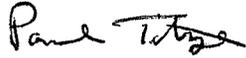
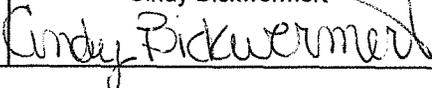
BID REFERENCE NO.: 16-03
 DATE BID OPENED: 01/27/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

IMI SOUTH

LAST BID REFERENCE 14-03
 JANUARY 2014

Percent Increase/(Decrease)

	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
A	28 Day 3500 PSI Cement Concrete (Class A/Type 1, Flyash - Stone) - Qty. 40	\$98.50	\$3,940.00							\$89.50	10.06%
B	28 Day 4000 PSI Cement Concrete (Class A/Type 1, S/C - Stone) Qty. 450	\$101.50	\$45,675.00							\$92.50	9.73%
C	3 Day 4000 PSI Cement Concrete (Class AA/Type 1, Flyash - Stone) Qty. 50	\$116.50	\$5,825.00							\$111.50	4.48%
D	1 Day 4000 PSI Cement Concrete Class M/Type 1, S/C - Stone) Qty. 900	\$119.50	\$107,550.00							\$111.50	7.17%
E	Curb Machine Concrete (Class A/Type 1, curb, Flyash - Stone) Qty. 60	\$98.50	\$5,910.00								
F	Non-Structural, Control Density Fill (Flowable Fill for Pipe Backfill) Qty. 80	\$79.00	\$6,320.00							\$75.00	5.33%
G	Structural, Control Density Fill (Flowable Fill for Bridge End Bent Backfill) Qty. 40	\$82.00	\$3,280.00							\$78.00	5.13%
	Total Bid Price		\$178,500.00								

Other Bidders Contacted: Meuth Construction Supply Co.; Concrete Supply LLC; Mid West Concrete	Bids Opened & Recorded By:  Paul Titzer Cindy Bickwermert 	Bids Reviewed By: Buzzy Newman Doug Boom
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City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-03

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is accepting sealed bids for cement concrete to be used on projects throughout the City of Henderson. These projects will include any work under the authority and responsibility of the City including, but not limited to streets, sidewalks, curbs, gutters, buildings, or any other work authorized by the Public Works Director, City Engineer or Henderson Water Utility (HWU).

For the purposes of this bid the term "City of Henderson" or "City" shall also include the Henderson Water Utility (HWU) and Henderson Municipal Power and Light (HMPL).

Preparation and control of concrete mixes shall be made in accordance with the following specifications:

BATCHING

May be performed at a batch plant, central mix plant, or in truck mixers. Truck mixers are defined to include trucks designed for mobile or on site batching and mixing.

PROPORTIONING

The concrete mix shall be designed and furnished in accordance with the Kentucky Transportation Cabinet Standard Specifications for Roads and Bridges, except as noted herein, and meet the strength requirements of these specifications.

The aggregates shall be proportioned to use the maximum percentage of coarse aggregate and the minimum percentage of fine aggregate which will produce a plastic workable mix, which will comply with the current Kentucky Transportation Cabinet Standard Specifications for Roads and Bridges, except as noted herein, and meet the strength requirements of these specifications. When the aggregates are drier than a saturated-surface-dry condition or when the aggregates contain free moisture, proper adjustments shall be made for aggregate batch weights to compensate for any such conditions.

The maximum free water content in the mix, including the surface moisture in the aggregates, shall not exceed 5.75 gallons per sack of cement.

CONSISTENCY OF CONCRETE

The mixture shall contain no more water than is necessary to produce a workable plastic concrete. The consistency of the concrete shall be continuously uniform and shall be measured in accordance with the "Slump Test" KM64-302-79.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 2

Unless otherwise specified, the slump shall not be less than two (2) inches nor more than four (4) inches for concrete to be placed without vibration. The slump shall not be more than two (2) inches when the concrete is to be vibrated during placement.

AIR ENTRAINMENT

Unless otherwise specified, the required air content of the concrete shall be $5 \frac{1}{2} \pm 1 \frac{1}{2}$ percent by volume. The entrainment of air may be accomplished by introducing at the mixer an approved air entraining mixture, by blending normal portland cement with natural cement having an air entraining agent interground, or by using an air entraining portland cement having an air entraining agent interground. Air content shall be tested as per the appropriate method described in the Kentucky Methods manual.

STRENGTH OF CONCRETE

The minimum compressive strength of the concrete mixes listed herein shall be tested in accordance with Kentucky Methods.

HAULING EQUIPMENT

The concrete shall be transported in truck mixers or agitator trucks, which meet the Kentucky Transportation Cabinet Standard Specifications for Roads and Bridges, current edition.

PERFORMANCE MIX

This contract shall be awarded as a performance mix and the vendor shall submit his mix designs to the Public Works Director or City Engineer upon notice of award of contract. After a mix design has been approved the vendor shall furnish any significant changes in said mix design before that design is used.

SAMPLING AND TESTING

The successful bidder shall be responsible for sampling and testing of the concrete supplied as a part of this contract and no extra payment will be made in addition to the unit bid price per cubic yard of material used. All sampling and testing shall be performed in compliance with the appropriate procedure set forth in Kentucky Methods. Concrete cylinders may be required at least every 100 cy or once per month with the specific time to be determined by the Public Works Director or his designee. The vendor shall transport the cylinder(s) to a laboratory to be "broken" at the design time for that particular mix design with the results to be furnished to the Public Works Director or City Engineer within 48 hours. The City will require only one cylinder per test. If the vendor

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 3

elects to make two (2) cylinders per test he may use the average of the two (2) cylinders as the record results. The Public Works Director or his designee may require a slump test at any time. A slump test, an air content test, and a yield test will always be required when a cylinder is required.

TEST RESULTS

Any test result, which does not meet these specifications, is cause for concern. However, a single failing test result will not be a cause for action under these specifications, except that a new test will be required immediately. Two consecutive failing tests for any criteria will require the vendor to take corrective measures. Continued failing results will be cause for cancellation of this contract.

DELIVERY TIME

~~The successful bidder shall furnish material to the job site within two (2) hours of request by the City or its Contractor. Disregard for this provision will be a basis for the City to cancel this contract and award the remainder to another vendor.~~

It is understood that no vendor can guarantee a two hour delivery time under all circumstances. It is the intent of this section to put prospective bidders on notice that the City expects to be treated as a "preferred customer" and efforts should be made to meet this delivery time. When a vendor cannot meet this schedule he should notify the Public Works Director as to why he cannot meet this schedule and to inform him of when the material will be delivered. If the Public Works Director determines that late deliveries are becoming a consistent problem, he shall schedule an informal meeting with the vendor to improve delivery times. If at that point delivery times do no improve, the Public Works Director shall put the vendor on written notice that the City "may" cancel the contract as per the provisions of these bid specifications.

MEASUREMENT OF MATERIAL DELIVERED

Material used at the job site shall be measured to the nearest 0.1 cy. All batching equipment and all trucks shall be calibrated as per Kentucky Methods and certification of calibration shall be furnished to the City before work begins under this contract. Recalibration will be required semi-annually unless yield tests or other factors indicate a potential problem.

PAYMENT

When billing, the successful bidder shall include specific locations where each load of cement concrete was delivered. Failure to do so will result in delay of payment and may result in non-payment.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 4

The City shall not be billed by the successful bidder for any winter surcharge, energy surcharge, minimum cubic yards or any other fee that will alter the price per cubic yard quoted on the bid sheet. If the contractor finds the need to add hot water, calcium or any other additives the City will pay this charge.

CONTROL DENSITY FILL

Control density fill shall be bid in two types of mixes. The non-structural fill is intended to be a removable type fill and shall contain 30 pounds of cement per cubic yard and approximately 300 pounds of ash. The structural fill shall contain approximately 100 pounds of cement per cubic yard and approximately 300 pounds of ash. The producer shall have the right and responsibility to vary the type and amount of ash in each mix to produce a workable mix with the desired qualities. The remainder of the mix shall be as per standard mix designs.

TERM OF CONTRACT

The successful bidder shall receive a contract effective through **January 31, 2017**, with the option of renewing the contract for an additional twelve-month period, by mutual written consent of both the City and the vendor. Should the contract be extended for a second twelve-month period all provisions of the original contract shall apply.

ALTERNATE SUPPLIER

The City may accept alternate bids for supplying concrete. If the primary bidder is unable to meet the City's requirement for a two-hour delivery time, then the City has the right to take delivery from an alternate bidder for concrete material.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-03

LOWEST EVALUATED BID PRICE CRITERIA

The City expects to purchase annually the estimated quantities listed below. However, the City does not guarantee any minimum or maximum quantities.

	<u>Description</u>	<u>Qty</u>
A	28 Day 3500 PSI Cement Concrete (Class A/ Type 1, Flyash - Stone)	40 cy
B	28 Day 4000 PSI Cement Concrete (Class A/ Type 1, S/C -Stone)	450 cy
C	3 Day 4000 PSI Cement Concrete (Class AA/ Type 1, Flyash -Stone)	50 cy
D	1 Day 4000 PSI Cement Concrete Class M/ Type 1, S/C -Stone)	900 cy
E	Curb Machine Concrete (Class A/ Type 1, Curb, Flyash – Stone)	60 cy
F	Non-Structural, Control Density Fill (Flowable Fill for Pipe Backfill)	80 cy
G	Structural, Control Density Fill (Flowable Fill for Bridge End Bent Backfill)	40 cy

The bid will be awarded to the bidder with the lowest Total Bid Price using bid unit prices times the estimated annual quantities.

Bidders must furnish a unit price for each item (A thru G) on the Bid Pricing Sheet in order to be considered responsive and eligible for evaluation. Incomplete bids may be rejected.

Any exceptions to the bid or extra charges not contained in the price per cubic yard as entered on the Bid Pricing Sheet shall cause the bid to be considered non-responsive.

- End of Section -

City of Henderson, Kentucky
 Invitation to Bid

Bid Reference No. 16-03

BID PRICING SHEET

	<u>Description</u>	<u>Qty</u>		<u>Unit Price</u>		<u>Extension</u>
A	28 Day 3500 PSI Cement Concrete (Class A/ Type 1, Flyash - Stone)	40	x	\$ _____	cy =	\$ _____
B	28 Day 4000 PSI Cement Concrete (Class A/ Type 1, S/C -Stone)	450	x	\$ _____	cy =	\$ _____
C	3 Day 4000 PSI Cement Concrete (Class AA/ Type 1, Flyash - Stone)	50	x	\$ _____	cy =	\$ _____
<hr style="border-top: 3px double #000;"/>						
D	1 Day 4000 PSI Cement Concrete Class M/ Type 1, S/C -Stone)	900	x	\$ _____	cy =	\$ _____
E	Curb Machine Concrete (Class A/ Type 1, Curb, Flyash – Stone)	60	x	\$ _____	cy =	\$ _____
F	Non-Structural, Control Density Fill (Flowable Fill for Pipe Backfill)	80	x	\$ _____	cy =	\$ _____
G	Structural, Control Density Fill (Flowable Fill for Bridge End Bent Backfill)	40	x	\$ _____	cy =	\$ _____
Total Bid Price						\$ _____

Addendum # received _____

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any

BID PRICING SHEET

Page 2

other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (printed)

Legal Name of Business

Address

Address

Telephone Number

Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature _____ Title _____

MUNICIPAL ORDER _____

MUNICIPAL ORDER AWARDING BID FOR PURCHASE OF
CEMENT CONCRETE TO IRVING MATERIALS, INC.,
(IMI SOUTH) OF HENDERSON, KENTUCKY IN THE
TOTAL BID AMOUNT OF \$178,500

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of cement concrete for City projects; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on January 27, 2016, with Irving Materials, Inc.(IMI South), of Henderson, KY, submitting the lowest evaluated bid meeting specifications, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Irving Materials, Inc.(IMI South), 8135 US Hwy 41 S, Henderson, KY 42420, for the purchase of cement concrete for City projects in strict accordance with its bid as submitted pursuant to Bid Reference 16-03.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of February, 2016.

Steve Austin, Mayor

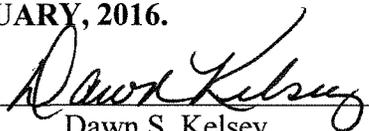
ATTEST:

Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 16 DAY OF FEBRUARY, 2016.

By:



Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-26

February 16, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: Labor Services Contract - Concrete

The accompanying municipal order authorizes the award of a contract to River Town Construction, LLC, Newburgh, Indiana, for the furnishing of labor services for various repairs to concrete streets and sidewalks. The estimated value of the contract is \$209,775.00.

Included in the services to be provided are the removal and placement of concrete streets, sidewalks, curbs & gutters, refurbishment of disturbed grassy areas, and related concrete work as directed by the city. The work assigned is priced on unit basis as depicted on the bid abstract.

Bid information was sent to fifteen vendors, with four responding and all meeting specifications. Award is recommended accordingly.

This contract serves as an open requirement order and is a method to acquire commodities or services of an indeterminate amount and type at the lowest cost. The term of the contract runs through January 31, 2017.

Your approval of the municipal order is requested.

c: Buzzy Newman
Paul Titzer
Doug Boom

**Engineering Division Memorandum
16-03**

January 28, 2016

TO: Russell Sights, City Manager
FROM: Doug Boom, Engineer *DRB*
THRU: William Newman, Assistant City Manager
SUBJECT: Bid Reference 16-05, Concrete Labor for Various City Projects

Bids were opened on January 27, 2016 for Concrete Labor for Various City Projects. The bids opened were as follows:

Bidder	Total Bid Price
Rivertown Construction, LLC	\$209,775.00
M. Bowling, Inc.	\$273,125.00
Hazex Construction Co., Inc.	\$274,095.00
Knight Construction & Excavating, Inc.	\$471,500.00

This Bid is for labor to repair various sidewalks, streets, curbs and gutters and service cuts, as well as any other concrete work as directed by the City. The award will be for a 12 month period effective through to **January 31, 2017**.

I recommend that **Bid Reference 16-05, Concrete Labor for Various City Projects**, be awarded to the lowest evaluated bidder meeting the specifications, **Rivertown Construction, LLC, PO Box 444, Newburgh, IN 47630**

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

BID REFERENCE NO.: 16-05
 DATE BID OPENED: 01/27/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

RIVERTOWN
 CONSTRUCTION
 NEWBURGH, IN

M BOWLING
 HENDERSON, KY

HAZEX CONSTRUCTION
 HENDERSON, KY

KNIGHT
 CONSTRUCTION &
 EXCAVATING
 SLAUGHTERS, KY

LAST BID REFERENCE
 15-01
 JANUARY 2015

Percent
 Increase/(Decrease)

	Description	Unit Price	Extension								
A	Removal of concrete or other material, including excavation, hauling, etc.										
	In areas < 100 sf Qty 5,000 sf	\$3.00	\$15,000.00	\$3.85	\$19,250.00	\$3.45	\$17,250.00	\$5.65	\$28,250.00	3.10	(3.23%)
	In areas > 100 sf and < 500 sf Qty 5,000 sf	\$1.95	\$9,750.00	\$2.85	\$14,250.00	\$2.75	\$13,750.00	\$5.65	\$28,250.00	2.10	(7.14%)
	In areas > 500 sf Qty 10,000 sf	\$1.30	\$13,000.00	\$1.65	\$16,500.00	\$1.90	\$19,000.00	\$5.65	\$56,500.00	1.30	0.00%
B	Placement of concrete (flat work), including grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc.										
	In areas < 100 sf Qty 5,000 sf	\$3.85	\$19,250.00	\$4.25	\$21,250.00	\$4.00	\$20,000.00	\$5.00	\$25,000.00	3.95	(2.53%)
	In areas > 100sf and < 500 sf Qty 5,000 sf	\$2.70	\$13,500.00	\$3.25	\$16,250.00	\$2.40	\$12,000.00	\$4.50	\$22,500.00	2.90	(6.90%)
	In areas > 500 sf Qty 10,000 sf	\$1.90	\$19,000.00	\$2.25	\$22,500.00	\$2.40	\$24,000.00	\$3.50	\$35,000.00	1.90	0.00%
C	Removal of curb and gutter, including excavating, hauling, etc. Qty 2,500 lf	\$11.00	\$27,500.00	\$6.75	\$16,875.00	\$5.50	\$13,750.00	\$8.00	\$20,000.00	10.50	4.76%
D	Placement of concrete for curb and gutter, including grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. Qty 2,500 lf	\$18.85	\$47,125.00	\$24.00	\$60,000.00	\$24.45	\$61,125.00	\$55.00	\$137,500.00	18.00	4.72%
E	Placement of concrete for curb and gutter, including grading, placing and compacting rock base, forming, finishing by slip form mold, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. (Two foot curb/gutter, 6" curb with 1/8" gutter) Qty 600 lf	\$8.00	\$4,800.00	\$24.00	\$14,400.00	\$24.45	\$14,670.00	\$45.00	\$27,000.00	n/a	
F	Placement of concrete for standard header curb, including grading, placing, and compacting rock base, forming, finishing by slip form mold, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. (Standing header curb, 6" by 18") Qty 600 lf	\$8.00	\$4,800.00	\$24.00	\$14,400.00	\$29.20	\$17,520.00	\$45.00	\$27,000.00	n/a	
G	Labor and equipment for sawing (not including saw cutting for contraction joints) Qty 2,000 lf	\$2.35	\$4,700.00	\$2.25	\$4,500.00	\$2.10	\$4,200.00	\$1.50	\$3,000.00	2.20	6.82%
H	ADA curb ramps Qty 20 each	\$505.00	\$10,100.00	\$685.00	\$13,700.00	\$584.00	\$11,680.00	\$800.00	\$16,000.00	505.00	0.00%
I	Removal of existing ground features and placement of concrete sidewalk, including filling less than one foot, grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. Qty 5,000 sf	\$3.35	\$16,750.00	\$6.25	\$31,250.00	\$7.30	\$36,500.00	\$6.95	\$34,750.00	4.75	(29.47%)
J	Maintenance of Traffic (Flagger's total of two) Qty 10 days	\$450.00	\$4,500.00	\$800.00	\$8,000.00	\$865.00	\$8,650.00	\$1,075.00	\$10,750.00	725.00	(37.93%)
	Total Bid Price		\$209,775.00		\$273,125.00		\$274,095.00		\$471,500.00		

Other Bidders Contacted:

Bids Opened & Recorded By:

Bids Reviewed By:

Hazex Construction; AVP, Inc.; MBI; Double A Excavating; J.H. Rudolph; Ragle, Inc.; First Impressions Lawn & Excavating; Donald Peters; Premier Landscaping; Sloane Services & Hauling; Boodle Brown Concrete; DMF Equipment & Excavating, LLC; Garrett Concrete; Knight Construction & Excavating, Inc.

Paul Titzer
 Paul Titzer
 Cindy Bickwermert
Cindy Bickwermert

Buzzy Newman

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-05

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is soliciting sealed bids for labor to perform various concrete projects throughout the City. This work will include, but not be limited to, the removal and replacement of flatwork (sidewalks and streets), construction of new sidewalks, curb and gutter, the installation of ADA curb ramps and the removal and replacement of curb and gutter. There is no guarantee of where this work will take place. It could be in tight working quarters or out in the open.

For the purposes of this bid the term "City of Henderson" or "City" shall also include the Henderson Water Utility (HWU) and Henderson Municipal Power and Light (HMP&L).

~~Due to the funding for this project, the higher of Davis Bacon or Kentucky State prevailing wages shall be paid for all work performed. Also, federal contract provisions must be followed by the contractor. **The applicable wage rates and federal contract provisions are enclosed and incorporated herein by reference.**~~

SPECIFICATIONS AND REQUIREMENTS:

The work involved under this contract is the repair of various sidewalks, streets, curbs and gutters and service cuts, as well as any other concrete work as directed by the City. Any work performed under this contract shall be citywide and the contractor could be working in different areas of the city at the same time. There is no guarantee of total annual quantity or site-specific quantity. The contractor shall have the ability to mobilize as directed by the city. **The contractor shall have a crew that is available within seven (7) days of notice to proceed, on any citywide project, and all work shall be completed within a reasonable length of time. In any case the City deems an emergency; the contractor shall have a crew available immediately.**

The following obligations by the City of Henderson and the Contractor shall apply:

- A. The City of Henderson shall be responsible for the following:
 1. Purchasing of all required material including concrete, expansion material, truncated domes, rock, sand, seed & straw, etc.
 2. Directing, assisting, and inspection of work to be performed.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 2

B. The contractor shall be responsible for the following:

1. All engineering, layout, setting of grades, etc.
2. Removal and hauling of concrete or other material. Contractor can haul to the landfill, or other city designated area, and dispose of said debris at no charge.
3. Grading of all areas and preparation of proper base for placement of concrete.
4. Placing and compacting rock base.
5. Furnishing all equipment to perform the work, backhoes, dump trucks, saws, specialty equipment, etc. The City shall not be billed for any equipment that the contractor needs to rent in order to perform the job.
6. Forming, placing, jointing, and finishing as required and/or directed by the City.
7. Removal of forms and any other bracing material.
8. Furnishing all forming material, forms and finishing tools.

9. All underground utility locations.
10. Cleaning of area, disturbed or not.
11. All traffic control, to the current MUTCD standards. Contractor may request assistance from the city. However the city is under no obligation, or assumes any liability.
12. Excavation as needed.
13. Delivery of material to job site, either by use of contractor's trucks or by calling for delivery, including delivery and removal of barricades.
14. Sawing of old concrete, as directed, to provide smooth joints.
15. Adjustments to existing manholes, valve boxes, castings, etc.; to meet new grades.
16. Any damage to existing trees.
17. Furnishing barricades, barrels, etc.
18. All backfilling, seeding and strawing.
19. Damage due to vandalism.
20. Timely billing for work performed.

CAUSE FOR CANCELLATION:

If the quality of work is not acceptable, and/or if the work is not completed within a reasonable amount of time as determined by the City, this contract can be cancelled upon ten (10) days written notice to the contractor. If quality of work is not acceptable, the contractor will be given an opportunity to correct it. If the contractor fails to correct any inferior work after being given ten (10) days written notice, the contract can be cancelled by the City.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 3

PAYMENT:

The City's payment terms are net 30. **All invoices shall state: 1) the address or name of the business or the nearest intersection where the work was performed, 2) the amount of walk, street or curb work performed at that address, 3) whether or not it was a service cut, complete with ticket number, and 4) whether the flat work was sidewalk or street.**

BONDS:

Each bidder must execute a bid bond in an amount no less than \$5,000.00. This bond may be in the form of cash, cashier's or certified check, a bond issued by a surety company authorized to do business in the state of Kentucky and made payable to the City of Henderson, or other form approved by the City.

~~The successful bidder must execute a performance bond and a payment bond each in the amount of \$50,000.00, issued from a surety company authorized to do business in the state of Kentucky and made payable to the City of Henderson.~~ An irrevocable letter of credit in the City's favor from a bank registered to do business in the State of Kentucky may be substituted for the payment and performance bonds. Such bond or letter of credit must be delivered to the Finance Director within seven (7) days of notice of approval of this bid by the City Commission. Failure to do so will automatically forfeit the bid bond and the bid will no longer be considered valid. The City may then consider other bids.

INSURANCE:

During the term of the contract and before any part of the services are performed or the goods are delivered, Bidder shall, at Bidder's sole expense, cause to be issued and maintained not less than the insurance coverage's set forth below:

- A. Broad Form Comprehensive General Liability, including Products and Completed Operations.

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate
----------------	--

Property Damage:	\$1,000,000 each occurrence
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- B. Automobile Liability, including any auto, hiring autos and non-owned autos.

\$300,000 combined single limit

- C. Workers Compensation for all employees used on the job pursuant to statute.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 4

Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the City and signed by the Bidder's insurer shall be supplied by Bidder to the City evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the City prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

OTHER REQUIREMENTS:

The successful bidder shall comply with all applicable local, state, and federal rules, regulations, and guidelines.

The successful bidder will be required to obtain a City of Henderson Occupational License before beginning any work on this project.

TERM:

Upon approval by the City of Henderson Board of Commissioners, the successful bidder shall receive a contract effective through January 31, 2017. **If agreed to in writing by the City and the successful bidder, the contract may be extended for an additional twelve (12) month period. Should the contract be extended for the additional twelve (12) month period the unit prices shall be increased 3% effective February 1, 2017. All other provisions of the original contract shall apply.**

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-05

LOWEST EVALUATED BID PRICE CRITERIA

The bid will be awarded based on the lowest "Total Bid Price", using bid unit prices for the expected annual quantities. Bid unit prices shall be used for payment of the actual quantity of work performed under each item of work. However, the City does not guarantee any minimum or maximum annual quantities.

Past experience with the City of Henderson, responsiveness to the City requests for work to be performed, and past job quality (references) will also be considered in the evaluation and award of any bid.

Bidders must furnish a unit price for each item (A thru J) on the Bid Pricing Sheet in order to be considered responsive and eligible for evaluation. Incomplete bids may be rejected. Alternate methods of Construction will be considered.

During the term of the contract, the City of Henderson expects to perform the following work:

	<u>Description</u>	<u>Qty</u>
A	Removal of concrete (flat work) or other material, including excavation, hauling, etc: In areas less than 100 sf In areas greater than 100 sf and less than 500 sf In areas greater than 500 sf.	 5,000 sf 5,000 sf 10,000 sf
B	Placement of concrete (flat work), including grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. In areas less than 100 sf In areas greater than 100 sf and less than 500 sf In areas greater than 500 sf.	 5,000 sf 5,000 sf 10,000 sf
C	Removal of curb and gutter, including excavating, hauling, etc.	2,500 lf
D	Placement of concrete for curb and gutter, including grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc.	2,500 lf
E	Placement of concrete for curb and gutter, including grading, placing and compacting rock base, forming, finishing by slip form mold, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. (Two foot curb/gutter, 6" curb with 1'6" gutter)	600 lf

LOWEST EVALUATED BID PRICE CRITERIA

Page 2

F	Placement of concrete for standard header curb, including grading, placing and compacting rock base, forming, finishing by slip form mold, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. (Standing header curb, 6" by 18")	600 lf
G	Labor and equipment for sawing (not including saw cutting for contraction joints)	2,000 lf
H	ADA curb ramps	20 each
I	Removal of existing ground features and placement of concrete sidewalk, including filling less than one foot, grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc.	5,000 sf
J	Maintenance of Traffic (Flaggers total of two)	10 days

-End of Section-

MUNICIPAL ORDER _____

MUNICIPAL ORDER AWARDING BID FOR PURCHASE OF CONCRETE LABOR
TO RIVERTOWN CONSTRUCTION, LLC, OF NEWBURGH, INDIANA

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of concrete labor to repair sidewalks, streets, service cuts and inlet boxes, as well as any other concrete labor needed; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on January, 27, 2016, with Rivertown Construction, LLC, of Newburgh, Indiana, submitting the lowest bid, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Rivertown Construction, LLC, P.O. Box 444, Newburgh, Indiana 47629, for the purchase of concrete labor to repair sidewalks, streets, service cuts and inlet boxes, as well as any other concrete labor needed, in strict accordance with its bid as submitted pursuant to Bid Reference 16-05.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE
READING,** this the _____ day of February, 2016.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 16 DAY OF
FEBRUARY, 2016.**

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-27

February 16, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Award of Bid for Limestone and Sand

The accompanying municipal order authorizes the award of a contract for limestone rock and sand (Group A) to Mulzer Crushed Stone, Inc., Tell City, Indiana; and award of a contract for recycled concrete (Group B) to Hazex Construction, Henderson. The estimated value of the contracts is \$181,865.00 for Group A; and \$2,950.00 for Group B.

Group A includes seven different sizes of aggregate, fill sand and mortar sand; and Group B includes recycled concrete necessary for various construction and maintenance projects of the city.

Six firms were included on our mailing list and notified of this bid, with three firms responding for Group A and one for Group B. Mulzer Crushed Stone submitted the low responsive bid for Group A; and Hazex Construction submitted the lone bid for Group B. Award is recommended accordingly. The bids from Hunter Sand & Gravel and Rogers Group were deemed non-responsive as they did not submit pricing for each item in the group as required.

The award will be for a one-year period through January 31, 2017. This contract serves as an open requirement order and is a method to acquire commodities of an indeterminate amount and type at the lowest price.

Your approval of the attached municipal order is requested.

c: Buzzy Newman
Owen Reeves
Trace Stevens
Paul Titzer
Tom William
Gary Quick
Doug Boom

**Engineering Division Memorandum
16-02**

January 28, 2016

TO: Russell Sights, City Manager
FROM: Doug Boom, Engineer *DB*
THRU: William Newman, Assistant City Manager
SUBJECT: Bid Reference 16-04, Limestone Rock, Sand and Recycled Concrete

Bids were opened on January 27, 2016 for Group A, Limestone Rock & Sand; and Group B, Recycled Concrete. The bids opened were as follows:

Bidder	Total Bid Price Group A Limestone Rock and Sand		Total Bid Price Group B Recycled Concrete	
	Yard Price	Delivered Price	Yard Price	Delivered Price
Mulzer Crushed Stone	\$138,410.00	\$181,865.00		
Hazex Construction			\$2,250.00	\$2,950.00

This Bid is for the purchase and/or delivery of Group A, Limestone Rock, and Sand; and Group B, Recycled Concrete for various city projects.

In the Bid for the purchase and/or delivery of Group A, Limestone Rock and Sand, the award will be for a 12 month period effective through to **January 31, 2017**.

I recommend that **Bid Reference 16-04 Group A, Limestone Rock and Sand**, be awarded to the lowest evaluated bidder meeting the specifications, **Mulzer Crushed Stone, Inc, PO Box 249, Tell City, IN 47586**.

In the Bid for the purchase and/or delivery of Group B, Recycled Concrete, the award will be for a 12 month period effective through to **January 31, 2017**.

I recommend that **Bid Reference 16-04 Group B, Recycled Concrete**, be awarded to the lowest evaluated bidder meeting the specifications, **Hazex Construction, Inc. 1890 Madison Street, Henderson, KY 42420**.

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

BID REFERENCE NO.: 16-04
 DATE BID OPENED: 01/27/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

MULZER CRUSHED STOE
 TELL CITY, IN

HUNTER SAND & GRAVEL
 PADUCAH, KY

ROGERS GROUP
 MARION, KY

HAZEX CONSTRUCTION
 HENDERSON, KY

LAST BID REFERENCE 15-02
 JANUARY 2015
 Delivered Price

Percent Increase/(Decrease)

	Description	Yard Price	Delivered Price	Yard Price	Delivered Price	Yard Price	Delivered Price				
1	KY DGA - 4,000 tons	\$14.05	\$18.00	no bid	no bid	\$8.30	\$16.10			\$18.00	0.00%
2	KY 3s - 700 tons	\$13.15	\$17.10	no bid	no bid	\$9.40	\$17.20			\$17.10	0.00%
3	KY 9-Ms - 1,300 tons	\$15.25	\$19.20	no bid	no bid	\$11.35	\$19.15			\$19.20	0.00%
4	KY 57s - 900 tons	\$13.15	\$17.10	no bid	no bid	\$9.40	\$17.20			\$17.10	0.00%
5	KY 68s - 300 tons	\$13.90	\$17.85	no bid	no bid	no bid	no bid			\$17.85	0.00%
6	KY 610s - 300 tons	\$13.05	\$17.00	no bid	no bid	\$8.30	\$16.10			\$17.00	0.00%
7	Rip Rap 10" - 400 tons	\$17.40	\$22.35	no bid	no bid	\$12.65	\$20.45			\$22.35	0.00%
8	Fill Sand - 2,000 tons	\$8.05	\$12.00	\$6.00	\$8.25	\$7.00	\$14.80			\$8.40	42.86%
9	Mortar - 1,000 tons	\$10.20	\$14.15	\$7.50	\$9.75	no bid	no bid			\$9.90	42.93%
	Group A Total Delivered Cost		\$181,865.00							no bid	
1	Recycled Concrete - 200 tons							\$11.25	\$14.75		
	Group B Total Delivered Cost		no bid		no bid		no bid			\$2,950.00	

Other Bidders Contacted:

Bids Opened & Recorded By:

Bids Reviewed By:

IMI - South Delta Division; M Bowling Inc.

Paul Titzer
 Paul Titzer
 Cindy Bickwermert
Cindy Bickwermert

Buzzy Newman

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-04

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is soliciting sealed bids for the purchase of various sizes of limestone rock, sand, and recycled concrete for use in projects throughout the city

For the purposes of this bid the term "City of Henderson" or "City" shall also include the Henderson Water Utility (HWU) and Henderson Municipal Power and Light (HMPL).

The successful bidder(s) will be awarded a contract effective through January 31, 2017.

All material shall conform to Kentucky Department of Transportation specifications. If required, DGA shall be pug milled. "Delivered" shall include delivery to a job site anywhere in the city limits of Henderson.

Fill sand must be free of angular rock or other contaminants.

If material is not available from the low bidder within a reasonable time, the City, in order to fill its materials needs, shall have the right to purchase the necessary quantities from the next low bidder. If an emergency exists, the City retains the right to fill its materials needs strictly on the basis of availability.

For material picked up by the City, the City reserves the right to purchase from the lowest priced vendor whose yard is less than ten (10) miles from the center of the City.

The City shall not be billed by the successful bidder for any minimum tonnage charges.

Rock and sand may be either picked up by the City at the vendor's yard or delivered by the vendor to various sites throughout the City of Henderson. Quantities picked up by the City shall be paid for at the yard price and quantities delivered by the vendor shall be paid for at the yard price plus the delivery charge.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-04

LOWEST EVALUATED BID PRICE CRITERIA

Bid(s) will be awarded on an individual Group basis to the bidder with the lowest Total Delivered Cost for each group using bid unit prices times the expected annual quantities. The City will add a delivery cost equal to the delivery charges (as entered by the bidder on the Bid Pricing Sheet) to the yard price to compute a total cost for material the City picks up. The bid unit prices shall be used for payment of actual quantities of materials purchased.

Bid will be awarded on an individual group basis. Bidder may submit bids for one or more of Group A or Group B. However, if a vendor submits a bid for a group, a price must be submitted for each item in the group to be considered responsible and eligible for evaluation. Incomplete bids may be rejected.

During the contract period, the City expects to purchase annually the estimated quantities listed below. However, the City does not guarantee any minimum or maximum quantities.

Group A:

<u>Item</u>	<u>Description</u>	<u>Qty</u>
1	KY DGA	4,000 tons
2	KY 3s	700 tons
3	KY 9-Ms	1,300 tons
4	KY 57s	900 tons
5	KY 68	300 tons
6	KY 610s	300 tons
7	Rip-Rap 10"	400 tons
8	Fill Sand	2,000 tons
9	Mortar Sand	1,000 tons

LOWEST EVALUATED BID PRICE CRITERIA
Page 2

Group B:

<u>Item</u>	<u>Description</u>	<u>Qty</u>
1	Recycled Concrete*	200 tons

*Recycled concrete free of steel fragments, and meeting the KY DGA specifications.
Please provide a copy of Particle Size Distribution Report.

- End of Section -

MUNICIPAL ORDER. _____

MUNICIPAL ORDER AWARDING BIDS FOR PURCHASE OF LIMESTONE ROCK AND SAND, GROUP A TO MULZER CRUSHED STONE, INC., TELL CITY, INDIANA, AND RECYCLED CONCRETE, GROUP B TO HAZEX CONSTRUCTION COMPANY, HENDERSON, KY

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of limestone rock and sand and recycled concrete, which bid was split into two groups; Group A for limestone rock and sand, and Group B for recycled concrete.

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on January 27, 2016, with Mulzer Crushed Stone, Inc., of Tell City, Indiana, submitting the best bid for Group A, and Hazex of Henderson, KY submitting the best bid for Group B, which bids the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Mulzer Crushed Stone, Inc., P.O. Box 249, Tell City, Indiana 47586, for Group A purchase of limestone rock and sand, and Hazex Construction Company, 1890 Madison Street, P.O. Box 367, Henderson, Kentucky 42420, for Group B purchase of recycled concrete, in strict accordance with their bids as submitted pursuant to Bid Reference 16-04.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____
Commissioner Royster _____
Commissioner Mills _____

Commissioner Johnston _____
Mayor Austin _____

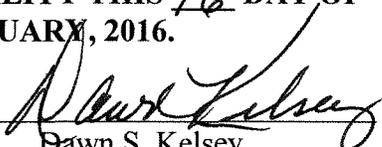
INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of February, 2016.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 16 DAY OF FEBRUARY, 2016.

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-35

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Lease of Farmland – Dannlin Farm

The accompanying municipal order authorizes the lease of city land to Leslie Farms, Clay, Kentucky, in the best bid amount of \$310.00 per acre per year. The total lease payment will be approximately \$26,842.90 per year.

The property to be leased is the undeveloped portion of the Dannlin Farm, encompassing approximately 86.59 tillable acres. The lease is solely for the purpose of producing crops for the 2016, 2017, and 2018 crop seasons. Farming operations are required to be conducted in accordance with the 1985, 1990, 1996, 2002, and 2008 US Farm Bills and any other applicable laws or regulations. The City is responsible for maintaining the pH balance of the soil. The lessee is required to maintain general liability insurance and to indemnify and hold the city harmless from all claims, demands, losses, and liabilities resulting from the conduct of farming operations. Access to the Dannlin Farm property shall be made from Borax Drive. A conservation easement is in place and the boundary line will be established prior to farming operation begins to prevent encroachment into the conservation easement.

Should the City exercise its option to begin development of any of this land, and does so after any field work has begun or during the planting season and any crops are destroyed; the City will pay, as damages, any expenses such as seed, fertilizer, chemicals, fuel, use of equipment, labor, extra tillage, etc. incurred by the tenant in the planting of the crop. Any potential profit from the destroyed crops will not be reimbursed. The City will use its best efforts to not disturb any properties when mature crops exist.

Bid packages were sent to fifteen farm operators, with six bidders responding. All bids met specifications, with the bid from Leslie Farms being the highest and award is recommended accordingly.

In addition Mr. Dale Leslie, Leslie Farms, offered to pay the lease amount in full before May 1st, if the City would offer a discount of two percent (2%), bringing his bid down to \$303.80 or \$26,306.04 per year. This per acre total is still the highest bid received.

Your approval of the attached municipal order authorizing lease of the Dannlin Farm with a two percent (2%) discount for prepayment is requested. If the Board chooses not to approve this lease with the discount for prepayment, a new municipal order will be prepared and brought forward at the next meeting.

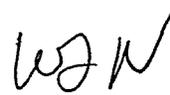
c: Buzzy Newman
Doug Boom
Paul Titzer

Interdepartmental Memorandum

February 16, 2016

TO: Russell R. Sights, City Manager

FROM: William L. Newman, Jr., Assistant City Manager



SUBJECT: Lease of Dannlin (Borax Drive) Properties for Farming – Bid Reference 16-07

Enclosed is the bid tabulation for the lease of the Borax Drive farm (formerly known as the Dannlin Farm, FSN 3650). This 124-acre farm has approximately 86.59 tillable acres. This farm was purchased with funds from the Henderson Riverfront grant and as part of the Agreement with the Kentucky Department of Transportation, any revenue generated from the property must be set aside for future investment in the site or on any other authorized approved KYTC project.

The high bidder is Dale Leslie (Leslie Farms) of Clay, Kentucky at Three Hundred Ten Dollars (\$310.00) per acre. I have spoken with Mr. Leslie regarding his bid to confirm that he is okay with it and understands that this price is good for a three-year term. In addition, we discussed damage to the crops if the City for some reason had to have access to the site. Vectren Electric Utility of Evansville, Indiana, also has a permanent easement for their 345 KVA Power Transmission Line that crosses this farm as well.

Past history on farm leases has yielded a high bid of Two Hundred Thirty Dollars (\$230.00) per acre for the Hoge Farm; but recent years have only yielded in the One Hundred Sixty Five Dollars (\$165.00) per acre range. Mr. Leslie has offered to pay the farm lease in full before May 1st if we would offer a discount of two percent (2%), thus Three Hundred Three Dollars and Eighty Cents (\$303.80) per acre. This discounted sum, if approved, would still qualify Mr. Leslie as the high bidder. If the Commission accepts Mr. Leslie's bid, it is recommended that the discount offer be approved.

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

BID REFERENCE NO.: 16-07
 DATE BID OPENED: 02/12/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

LESLIE FARMS
 CLAY, KY

DOUBLE S FARMS
 GREENVILLE, KY

SPRING LOT FARMS
 ISAAC GREENWELL

G & H FARMS
 HENDERSON, KY

LEO MATTINGLY
 HENDERSON, KY

TRIPLE E FARMS
 HENDERSON, KY

Lease of Dannlin Farm (FSN 3650) per acre/per year
 for 2016, 2017 & 2018 crop seasons

\$310/acre
 \$26,842.90

\$232/acre
 \$20,088.88

\$175/acre
 \$15,153.25

\$175/acre
 \$15,153.25

\$173.27/acre
 \$15,003.45

\$168/acre
 \$14,547.12

Other Bidders Contacted:

K&D Greenwell Acres; King Brothers Farms; 4-D Farms; Greenwell Brothers; Parrish Shop and Sales; Elliott Farms;
 Gary Thomas; Garry Eblen; Jim Davis

Bids Opened & Recorded By:

Paul Titzer
 Paul Titzer
 Cindy Bickwermert
Cindy Bickwermert

Bids Reviewed By:

Buzzy Newman

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-07

SPECIAL CONDITIONS

The City of Henderson is accepting bids for lease of the properties known as the Dannlin Farms for the sole purpose of farming. The properties are as follows:

Dannlin Farm is located at the end of Borax Drive and is surrounded on the South, West and Northwest sides by Canoe Creek and along the North side by the Ohio River.

The term of this lease is for the 2016, 2017, and 2018 crop seasons. An Occupational License will be required as part of this lease.

The Lessee hereby agrees to indemnify and hold harmless the City of Henderson from and against all claims, demands, judgments, losses, liabilities, and causes of action, and all costs and expenses for or on account of injuries or death to any person, or on account of damages or loss to the property of any person, firm or corporation, including the agents, servants, and employees of the parties hereto, if the said injury, death or damage is caused by negligence of the Lessee, his agents, servants or employees in the conduct of the business of the Lessee.

All farming operations shall be conducted in accordance with the 1985, 1990, 2002 and 2008 US Farm Bills and any other applicable laws or regulations. Any questions about acceptable farming techniques should be directed to the USDA Soil Conversation Service.

The Lessee shall carry general liability insurance in the minimum amount of \$1,000,000 per occurrence with a minimum of \$2,000,000 aggregate. The City of Henderson shall be named as an insured party on all insurance. Successful bidder shall submit a certificate of insurance to the City before bid award.

This lease is solely for the purpose of producing a crop and no other purposes shall be allowed.

Records from the U.S. Department of Agriculture, Farm Service Agency, show the following tracts have the following acreage as the basis for all purposes related to this bid:

Dannlin Farm FSN 3650 has 86.59 acres as cropland.

A copy of the information as of June 26, 2014 from the USDA FSA office is included as part of this document.

SPECIAL CONDITIONS

Page 2

One third of the total amount of each crop year's bid shall be due and payable to the City of Henderson on or before May 1 of that year, with the balance due and payable on or before December 31 of the same year. The tenant shall retain all Federal Subsidies issued by the USDA.

The City is responsible for maintaining the pH balance of the soil. In the odd number calendar years of the lease, the City will have a 3rd party collect soil samples and have them tested by a competent laboratory and apply lime as needed. Results of the soil tests will be available to the Lessee. Any other testing will be at Lessee's expense. Soil sampling for the Dannlin Farm was not done at the time of this bid. The City shall sample and apply lime if needed.

Should the City exercise its option to begin development of any of these lands, and does so after any field work has begun or during the planting season and any crops are destroyed; the City will pay, as damages, any expenses such as seed, fertilizer, chemicals, fuel, use of equipment, labor, extra tillage, etc. incurred by the tenant in the planting of the crop. The Lessee shall reduce his December payment to the City of Henderson by the amount of damages incurred. Any potential profit from the destroyed crops will not be reimbursed. The City will use its best efforts to not disturb any properties when mature crops exist.

This property is offered for lease "as is" and no improvements or alterations are offered or contemplated, except the possible industrial/recreational development of all or a portion of the property. Any disking, plowing, or any other soil manipulation or preparations are the sole responsibility of the Lessee.

Pursuant to KRS 381.690 Protection of burial ground by cities, the City of Henderson has conducted an environmental assessment of the property prior to the purchase and it was determined that the area was occupied by Native Americans. In accordance with the statute, whenever any burial grounds lie within the corporate limits of a city the governing authorities of the city shall protect the burial grounds from desecration. **Violation of this statute is pursuant to KRS 381.990(2).**

The Lessee shall be responsible for maintenance of any roads or paths which are used for farming purposes.

The Lessee shall not deposit any waste or trash within the limits of this property nor along any roadway or stream adjacent to this property. No open dumping of any kind shall be allowed to occur.

The Lessee shall not make any alterations to this property except through normal farming operations.

SPECIAL CONDITIONS

Page 3

The City reserves the right to enter upon this property at any time for any purpose which it deems necessary.

There are several "reference points" within the limits and along the boundaries of this property. These points are clearly marked and shall not be disturbed. Should these points be disturbed, it shall be the responsibility of the Lessee to have these points reset.

The Lessee shall take all necessary precautions to protect the property from soil loss due to erosion and will be responsible for cleanup of any soil material which should leave the property. This includes the responsibility to maintain all waterways in an undisturbed condition.

The City/County owns the property formally known as The Nature Conservancy. A conservation easement is in place for that property. The boundary line will be established prior to the farming operation to prevent encroachment into this conservation easement. **Violation of this conservation easement may involve civil action taken by the former or current owners of the aforementioned property.**

Access to the Dannlin Farm property shall be made from Borax Drive.

The properties may not be subleased without the express written permission of the City Manager of the City of Henderson.

The Lessee is responsible for the control and eradication of Johnson grass and other noxious weeds within this property.

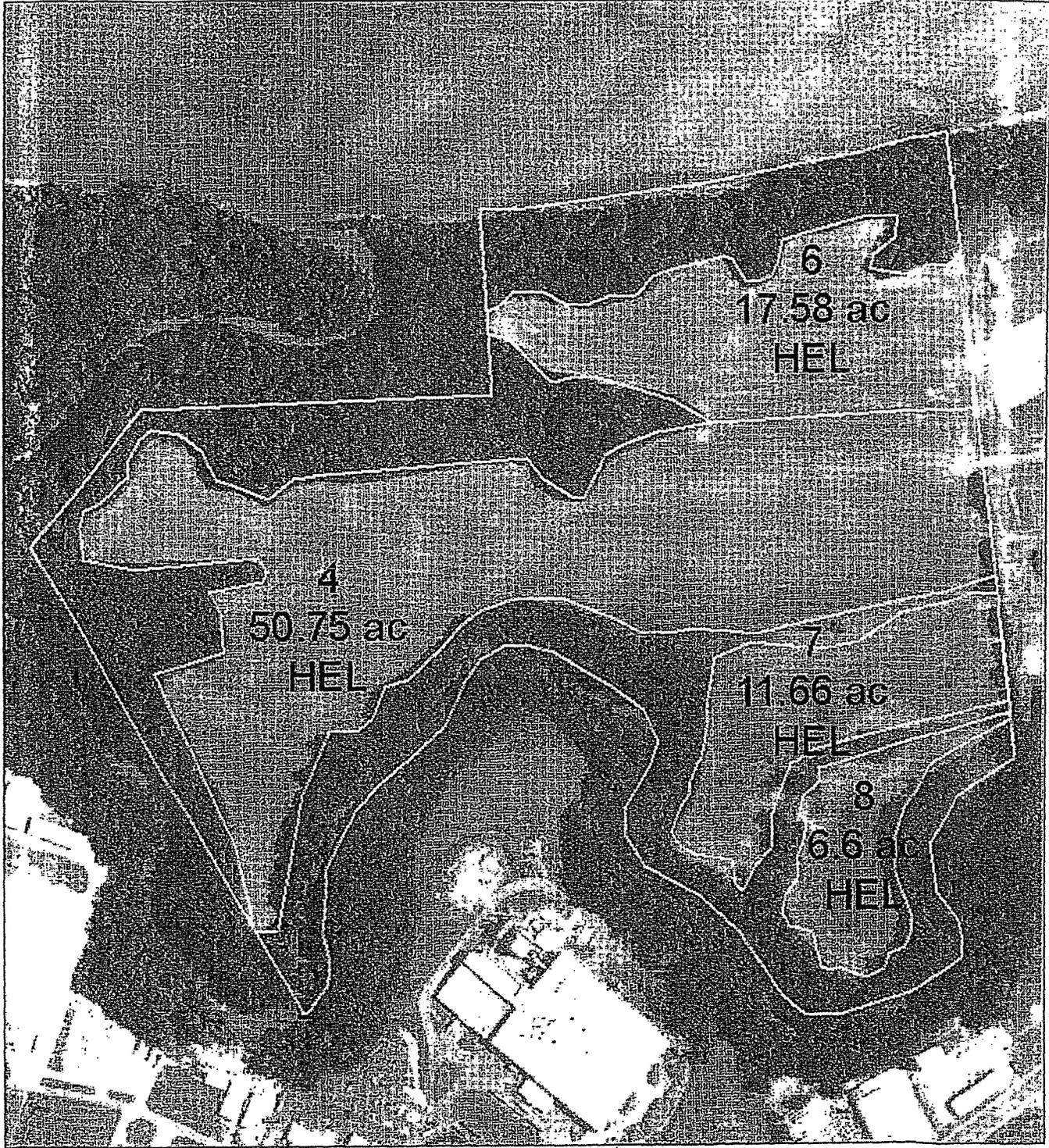
The areas shown on the attached maps are the approximate boundaries of land that is subject to this lease.

Bid Award:

Bids will be awarded to the highest bidder. The bid price per acre shall remain the same for each of the three crop years.

Technical questions should be directed to Doug Boom, P.E., Engineer at (270) 831-4946. Bid procedure or other questions may be directed to Paul Titzer, Assistant Finance Director at (270) 831-1200.

- End of Section -



United States Department of Agriculture
Farm Service Agency

June 26, 2014

Farm: 3650
Tract: 5289

Henderson County, KY

1:5,674

Legend

 crp_a_ky101

National_Wetland.SDE.wetlands Wetland Determination Identifiers

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation Compliance Provision:

GIS_KY.sde.du_a_ky101

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



THIS MAP IS FOR FSA PROGRAM PURPOSES ONLY.

MUNICIPAL ORDER _____

MUNICIPAL ORDER AUTHORIZING FARM LEASE OF 86.59 ACRES ON BORAX DRIVE (FORMERLY KNOWN AS THE DANNLIN FARM) TO LESLIE FARMS, OF CLAY, KENTUCKY AT \$310.00.00 PER ACRE, LESS A PRE-PAYMENT DISCOUNT OF 2% PER ANNUM FOR A PERIOD OF THREE (3) YEARS (2016, 2017, AND 2018 CROP YEARS)

WHEREAS, the City of Henderson has issued invitations to bid for the leasing of 86.59 tillable acres (formerly known as the Dannlin Farm), located on Borax Drive; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on February 12, 2016, with Leslie Farms, of Clay, Kentucky submitting the best bid for the farmland (formerly known as the Dannlin Farm), which bid the City Manager recommends be accepted.

WHEREAS, upon approval by the Commission of a 2% discount for pre-payment in full of the lease prior to May 1st of each year, making the bid \$303.80 per acre and still qualifying them as high bidder.

WHEREAS, the City retains the right to develop this property, and should the City exercise its option to begin development of any of these lands, and does so after any field work has begun or during planting season and any crops are destroyed; the City will pay, as damages, any expenses such as seed, fertilizer, chemicals, fuel, use of equipment, labor, extra tillage, etc. incurred by the tenant in the planting of the crop.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Leslie Farms, 13892 State Route 270 W, Clay, Kentucky 42404 for the lease of 86.59 tillable acres (formerly known as the Dannlin Farm) at \$310.00.00 per acre, less a discount of 2% per annum for a period of three (3) years (2016, 2017, and 2018 crop years), provided the lease is paid in full prior to May 1st of each year, in strict accordance with their bid as submitted pursuant to Bid Reference 16-07.

On motion of Commissioner _____, seconded by Commissioner _____, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Hite _____	Commissioner Johnston _____
Commissioner Royster _____	Mayor Austin _____
Commissioner Mills _____	

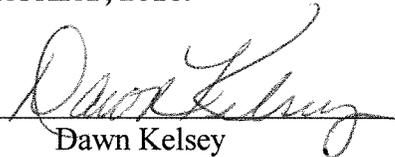
INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of February, 2016.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 19th DAY OF
FEBRUARY, 2016.**

By: 
Dawn Kelsey
City Attorney

City Commission Memorandum
16-37

February 18, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager *RS*
SUBJECT: City Manager's Report

I. Zoning Regulations Review
Commission Direction Requested.

The owner of a property located within the Gateway Zone has requested that the issue of whether or not to allow multiple uses (businesses) to locate within the same structure be reviewed.

Mr. Brian Bishop, Planning Commission Executive Director, and I have discussed this request and I am recommending that the Board of Commissioners request a review and possible change in one or more of the zoning classifications to allow two businesses to locate within one building or structure as a conditional use granted by the Board of Zoning Adjustment.

Your formal action is necessary to forward this proposed zoning review to the Planning Commission to make their recommendations.

UPCOMING
BOARD APPOINTMENTS

<u>BOARD</u>	<u>EXPIRATION DATE</u>	<u>TERM</u>
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ETHICS BOARD

	<u>Current Term Expires</u>	<u>Term</u>
Becky Hudson Brown	02/14/2016	2-Year

BOARD OF ZONING ADJUSTMENT - CITY

	<u>Current Term Expires</u>	<u>Term</u>
Mac Arnold	02/24/2016	3-Year

CITY UTILITY COMMISSION

	<u>Current Term Expires</u>	<u>Term</u>
Gregory Risch	04/25/2016	3-Year