

City of Henderson, Kentucky
Board of Commissioners Meeting
Tuesday, May 10, 2016

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

AGENDA

1. Invocation: Reverend Matt McCraw, Missional Outreach, First Baptist Church
2. Roll Call:
3. Recognition of Visitors:
4. Appearance of Citizens:
5. Proclamations: “Motorcycle Safety Awareness Month”
6. Presentations: Service Award, Michael Polley – 20 years
Service Award, Michael Austin – 20 years
7. Public Hearings:
8. Consent Agenda:
 - Minutes: April 19, 2016 Work Session
April 26, 2016 Regular Meeting
 - Resolutions: Resolution Authorizing the Submission of the 2016 – 2017 CDBG Action Plan to the United States Department of Housing and Urban Development
9. Ordinances & Resolutions:
 - Second Readings: Ordinance Accepting Public Improvements for Property Located at Rivers Edge Subdivision, Section I
 - First Readings:
 - Resolutions: Resolution Accepting First Amendment to the System Purchase Agreement with Alert Tracking Systems, Inc. (d/b/a Alert Public Safety Solutions), and Authorizing Mayor to Execute Agreement

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

and Other Further Amendments if the Amendments Do Not Change the Scope or the Price

Resolution Authorizing Mayor to Execute Memorandum of Agreement with the Kentucky Department of Local Government (DLG) for Central Park and Newman Park Playgrounds Project

10. Municipal Orders:

11. Bids & Contracts:

Municipal Order Awarding Bid for Purchase of Computer Storage Area Network (SAN), Hardware, VM Software and VEEAM Backup Software for the IT Department to Pinnacle Computer Services, Inc. of Evansville, IN

Municipal Order Accepting the Assignment of the Contract Between Henderson Recycling Alliance and Advanced Disposal Services Solid Waste Midwest, LLC for Collection and Management of Residential Recyclables Dated July 12, 2013 Contingent Upon the Approval of Tri-County Recycling Alliance to Allow Recyclables to be Taken to an Alternative Location, and Authorizing Mayor to Execute the Assignment of the Contract on the City's Behalf

12. Unfinished Business:

13. City Manager's Report:

14. Commissioner's Reports:

15. Appointments:

16. Executive Session:

17. Miscellaneous:

18. Adjournment

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

**City Commission Memorandum
16-99**

May 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: Proclamation

A proclamation will be presented at the May 10, 2016 meeting designating the month of May as "Motorcycle Safety Awareness Month."

Mr. Mike Austin, Kentucky Motorcycle Association District 14 and Masonic Riders Association, will be in attendance to receive the Motorcycle Safety Awareness proclamation.



Proclamation

“MOTORCYCLE SAFETY AWARENESS MONTH”

Whereas

motorcycle riding is a popular form of efficient transportation and recreation for millions of citizens in the United States; and

Whereas

the safety hazards created by motorist who fail to watch for motorcyclists on the streets and highways are of prime concern to motorcyclists; and

Whereas

campaigns have helped inform riders and motorists alike to motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

Whereas

it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, and to obey all traffic laws; and

Whereas

all motorists are encouraged to become aware of the inherent danger involved in operating a motorcycle and for riders and motorists alike to give each other the mutual respect they deserve; and

Whereas

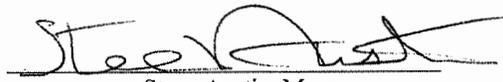
it is especially important that the residents of Henderson recognize the need for awareness on the part of all drivers, especially with regard to sharing the road with motorcycles, and to honor the many contributions motorcyclists make to the communities in which they live and ride.

NOW, THEREFORE I,

Steve Austin, by virtue of the authority vested in me as Mayor of the City of Henderson, do hereby proclaim the month of May 2016 as “Motorcycle Safety Awareness Month” in Henderson, Kentucky, and urge all citizens to join me in a concerted effort to make motorcycling a safe activity in our community through participation in educational and training programs.



IN WITNESS WHEREOF, I have hereunto spread these letters upon this page and caused the seal of the City of Henderson to be affixed this 10th day of May 2016.


Steve Austin, Mayor

ATTEST:


Marge Collins, City Clerk

City Commission Memorandum
16-97

May 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: Presentations

Items scheduled under the Presentations section of the agenda are as follows:

1. Presentation of two Employee Service Awards. Lt. Mike Polley, Henderson Fire Department, and Mr. Mike Austin, Mass Transit, will both be in attendance to receive their 20-year service awards from Mayor Austin.

**City Commission Memorandum
16-96**

May 5, 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 May 10, 2016, contains the following:

Minutes: April 19, 2016 Work Session
April 26, 2016 Regular Meeting

Resolutions: Resolution Authorizing the Submission of the 2016 – 2017
CDBG Action Plan to the United States Department of
Housing and Urban Development

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Work Session Meeting on April 19, 2016

A Work Session of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, April 19, 2016, at 5:30 p.m. in the third floor Assembly Room, Municipal Center, 222 First Street, Henderson, Kentucky.

PRESENT:

There were present the Honorable Steve Austin, Mayor, presiding.
 Commissioner Jan Hite
 Commissioner X R. Royster, III
 Commissioner Jesse Johnston, IV

ABSENT:

Commissioner Robert M. (Robby) Mills

CITY STAFF MEMBERS PRESENT included Russell R. Sights, City Manager; William L. (Buzzy) Newman, Jr., Assistant City Manager; Sergeant Jeff Welch, Henderson Police Department; Mike Richardson, Police Reserve Officer

THE FOLLOWING AGENDA ITEM WAS DISCUSSED:

1. Presentation on the Below 100 Program

SERGEANT JEFFREY L. WELCH, Henderson Police Department, presented a comprehensive program on Below 100. The purpose of the program is to reduce the number of law enforcement deaths throughout the country. The following criteria are the components of the program:

1. Wear Your Belt
2. Wear Your Vest
3. Watch Your Speed
4. WIN – What’s Important Now?
5. Remember: Complacency Kills!

A question and answer session followed.

NO FORMAL ACTION WAS TAKEN BY THE BOARD OF COMMISSIONERS.

MEETING ADJOURN:

MOTION by Commissioner Jan Hite, seconded by Commissioner X R. Royster to adjourn.

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

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

WHEREUPON Mayor Austin declared the work session adjourned at approximately 6:30 p.m.

ATTEST:

 Steve Austin, Mayor
 May 10, 2016

 Maree Collins, City Clerk

CITY OF HENDERSON – RECORD BOOK

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

A regular meeting of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, April 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 Ms. Becky Durham, Youth Director, Presbyterian Church, followed by members of Boy Scout Pack #50, Holy Name School, (names listed below) in 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
 Mrs. Dawn Kelsey, City Attorney
 Ms. Maree Collins, City Clerk
 Mr. Ken Christopher, Henderson War Memorial Foundation
 Mr. Malcolm 'Mac' Neel III, Henderson War Memorial Foundation
 Mr. Darrell Littrell, Henderson War Memorial Foundation
 Mrs. Lorna Littrell, Henderson War Memorial Foundation
 Mr. Charlie Crabtree, Henderson War Memorial Foundation
 Mr. Ed Bremer, Henderson War Memorial Foundation
 Mr. Tom Davis, Henderson War Memorial Foundation Ad-Hoc Member
 Mr. Brian Bishop, City-County Planning Executive Director
 Mrs. Claudia Wayne, City-County Planning Assistant Director
 Mr. Charles Stauffer, Police Chief
 Mr. Trace Stevens, Parks & Recreation Director
 Mr. Scott Foreman, Fire Chief
 Mr. Owen Reeves, Municipal Gas System Director
 Mrs. Donna Stinnett, Public Information Officer
 Mr. Tom Williams, Henderson Water Utility General Manager
 Ms. Kyle Hittner, Henderson Tourist Commission Director
 Ms. Laura Peck, Downtown Henderson Partnership Director
 Mr. Leroy Goldsberry, Holy Name Boy Scout Pack #50 Leader
 Mrs. Jennifer Holland, Holy Name Boy Scout Pack #50
 Mr. Brayden Beard, Holy Name Boy Scout Pack #50
 Mr. Preston Goldsberry, Holy Name Boy Scout Pack #50
 Mr. Landon Hurtt, Holy Name Boy Scout Pack #50
 Mr. Michael Prendeville, Holy Name Boy Scout Pack #50
 Mr. Mike Richardson, Police Reserve Officer
 Ms. Laura Acchiardo, *the Gleaner*

PROCLAMATION: "Arbor Day"

MAYOR AUSTIN proclaimed April 29, 2016, to be "Arbor Day" in the City of Henderson and urged all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program. Mr. Trace Stevens, Parks & Recreation Director, was present to accept the proclamation and announced that the City has received Tree City USA designation for the 21st consecutive year. The Arbor Day contest winners will be announced and our designated Tree City USA tree will be planted in Atkinson Park near the volleyball court at 4:00 p.m. Friday, April 29th in celebration.

CITY OF HENDERSON – RECORD BOOK

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

PRESENTATION: “Henderson War Memorial Foundation Request”

MR. KEN CHRISTOPHER, Henderson War Memorial Foundation, Kimmel Project Chairman, requested that the Board of Commissioners consider reinstating the \$20,000.00 donation that had been previously allocated for the Admiral Husband Kimmel Statue Project. Admiral Kimmel was commander in chief of the Pacific Fleet at the time of the bombing of Pearl Harbor in 1941. He is probably one of Henderson’s most famous sons. The goal is to recognize the history of Admiral Kimmel and his service to Henderson. Funds that were allocated in a previous budget were not accessed at the time because planning had not been completed. The project is moving forward and the hope is to dedicate the statue in December of this year. Family member of Admiral Kimmel will be attending the dedication ceremony. The total project is expected to be approximately \$80,000.00 to \$100,000.00. Also, at a future point after the sculptor has toured the various possible locations, a request for approval of a location will be requested.

Motion by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, to authorize the reinstatement of the \$20,000.00 donation to the Admiral Husband Kimmel Statue project in the Fiscal 2017 budget.

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

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

PRESENTATION: “Henderson Planning Commission Report”

MR. BRIAN BISHOP, Henderson Planning Commission Director, gave a brief update on the process of hiring an outside consultant to evaluate our land development procedures and to perform a public opinion survey to determine why there is a perception by some that Henderson is not business friendly. The Planning Commission named a Steering Committee consisting of Planning Commission members Herb McKee, David Dixon, David Williams and Rodney Thomas; Fiscal Court Judge Brad Schneider; and Assistant City Manager Buzzy Newman acting on behalf of Mayor Austin. The study will be paid for by the anticipated excess revenues of the Planning Commission similar to what was done last year with the Comprehensive Plan. It will be equally funded by the City and the County. The Steering Committee met earlier today and recommended that the RFP be forwarded to the Planning Commission for action at the May 3rd meeting. Once approved, the RFP will be advertised.

PUBLIC HEARING: “Outside Agency Funding Appeals

MAYOR AUSTIN opened the public hearing at 5:45 p.m. and requested that Mr. Sights give a brief report on the recommendations from the Agency Funding Ad Hoc Committee.

MR. RUSSELL R. SIGHTS, City Manager, indicated that all agencies have been advised in writing on the allocations being recommended by the Ad Hoc Funding Committee. Agencies had until noon Tuesday, April 26, 2016 to request to appear before the Board of Commissioners to appeal the recommendation of the Ad Hoc Committee.

MRS. KYLE HITTNER, Henderson County Tourist Commission Executive Director, requested that the Board of Commissioners reconsider the request for additional funding for the two employees at the Community Room and for capital improvement items as requested for the building. Ms. Hittner continued that she had met with Mr. Sights and had been made aware of the responsibilities as defined in the lease agreement for the building. Ms. Hittner indicated that

CITY OF HENDERSON – RECORD BOOK

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

the requested door repair and other exterior painting had been scheduled by the City's Municipal Facilities department and will be completed within the next six weeks or so.

VERBATIM DISCUSSION IS ON TAPE OF THIS MEETING

Motion by Commissioner X R. Royster, seconded by Commissioner Jan Hite, to authorize the portion of the requested funding increase for the Community Room from \$33,700.00 to \$37,700.00 for the Fiscal 2017 budget. The funds are to be used to increase Community Room employee salaries, as requested, and other Community Room items that may be necessary.

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

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

No other appeals were presented and Mayor Austin declared the Public Hearing closed at 6:00 p.m.

APPROVAL OF CONSENT AGENDA:

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

Minutes: April 12, 2016, Regular Meeting

Motion by Commissioner Robert M. Mills, seconded by Commissioner X R. Royster, to approve the items on the Consent Agenda.

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

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

WHEREUPON, Mayor Austin declared the minutes approved.

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

ATTEST:

Maree Collins, City Clerk _____

ORDINANCE NO. 15-16: SECOND READ

ORDINANCE RELATING TO SPECIAL EVENTS

AN ORDINANCE AMENDING CHAPTER 17-PARKS AND RECREATION, ARTICLE III, SPECIAL EVENTS, SECTION 17-45., DEFINITIONS, AND SECTION 17-50., APPLICATION FOR PERMIT OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

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

CITY OF HENDERSON – RECORD BOOK

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

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

Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Commissioner Hite ----- 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
 April 26, 2016

ATTEST:

Maree Collins, City Clerk _____

ORDINANCE NO. 16-16: SECOND READ

ORDINANCE AMENDING ZONING ORDINANCE

AN ORDINANCE AMENDING ARTICLE XVII, R-O, RESIDENTIAL/OFFICE DISTRICT, SECTION 17-03. CONDITIONAL USES, ARTICLE XVIII, NB, NEIGHBORHOOD BUSINESS DISTRICT, SECTION 18.03. CONDITIONAL USES, ARTICLE XIX, GB, GENERAL BUSINESS DISTRICT, SECTION 19.03. CONDITIONAL USES, ARTICLE XX, CBD, CENTRAL BUSINESS DISTRICT, SECTION 20.03. CONDITIONAL USES, ARTICLE XXI, H-C, HIGHWAY COMMERCIAL DISTRICT, SECTION 21.03. CONDITIONAL USES, ARTICLE XXXIII-GATEWAY ZONE DISTRICT, SECTION 33.06. PERMITTED USES, (3. CONDITIONAL USES), ARTICLE XXXIV-HENDERSON INNOVATIVE PLANNING DISTRICT, SECTION 34.02. PERMITTED USES (2. CONDITIONAL USES), OF APPENDIX A OF THE ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

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

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

Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Aye:
 Commissioner Hite ----- 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
 April 26, 2016

ATTEST:

Maree Collins, City Clerk _____

ORDINANCE NO. 17-16: FIRST READ

MR. TOM WILLIAMS, Henderson Water Utility General Manager, indicated that this property just off of Hackberry Street was sold by the Water and Sewer Commission to Brad Hazelwood and partners. They have built a short street and this is the acceptance of the water and sewer public improvements for Rivers Edge Subdivision Section 1 that were approved for acceptance at the Monday, April 18, 2016 Water and Sewer Commission meeting.

CITY OF HENDERSON – RECORD BOOK

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

ORDINANCE 17-16: ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS
AN ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS FOR PROPERTY
LOCATED AT RIVER EDGE SUBDIVISION, SECTION 1

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

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Aye:
Commissioner Hite ----- 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 NO. 15-16:

MRS. DAWN KELSEY, City Attorney, reported that the City of Owensboro and Daviess County Fiscal Court have already approved the Agreement. She further explained that the Agreement does not obligate the participants to provide services; assistance would be provided only after our own needs were assessed and met.

MR. SCOTT FOREMAN, Fire Chief, explained that the Agreement has been in the works for a number of months and would allow the participating agencies a pool of resources to provide assistance in an emergency or disaster situation. The Agreement details the method of request for aid and assistance; supervision and control; length of time of assistance; and record keeping and payment methods for reimbursements.

RESOLUTION 15-16: RESOLUTION APPROVING MUNICIPAL AID
COOPERATIVE AGREEMENT FOR EMERGENCIES AND DISASTERS BETWEEN THE
CITY OF OWENSBORO, DAVIESS COUNTY AND THE CITY OF HENDERSON

MOTION by Commissioner Jan Hite, seconded by Commissioner Jesse Johnston, to adopt the resolution approving the Municipal Aid Cooperative Agreement for Emergencies and Disasters between the City of Owensboro, Daviess County and the City of Henderson.

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Aye:
Commissioner Hite ----- 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
April 26, 2016

ATTEST:
Maree Collins, City Clerk _____

CITY OF HENDERSON – RECORD BOOK

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

MUNICIPAL ORDER NO. 20-16:

MR. OWEN REEVES, Gas System Director, indicated that the bid requested two options for purchase of a trencher, one with trade-in, one without. The used trencher was placed on GovDeals.com for bids and received less than the trade-in value; therefore Mr. Reeves recommends accepting the purchase of Option B with trade-in of our used trencher.

MUNICIPAL ORDER 20-16: MUNICIPAL ORDER AWARDING BID FOR PURCHASE OF A TRENCHER FOR THE GAS DEPARTMENT TO DITCH WITCH OF SHEPHERDSVILLE, KY

MOTION by Commissioner Robert M. Mills, seconded by Commissioner X R. Royster, to adopt the municipal order awarding the bid for the purchase of Option B, trencher with backhoe attachment per specifications of Bid Reference 16-13 with trade in of a 2006 RT40 Ditch Witch trencher in the amount of \$54,855.00.

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Aye:
Commissioner Hite ----- 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
April 26, 2016

ATTEST:

Maree Collins, City Clerk _____

CITY ATTORNEY'S REPORT:

MRS. DAWN KELSEY, City Attorney, reported that the Code Enforcement division had received an inquiry as to which zoning districts an indoor shooting/firing range were permissible. Upon review of the City's Zoning Ordinances it was determined that indoor shooting/firing ranges and other indoor recreation uses were not addressed. It is recommended and requested that the Board of Commissioners forward a request to the Planning Commission for review to determine possible zoning classifications to allow an indoor shooting/firing range as a conditional use granted by the Board of Zoning Adjustment.

MOTION by Commissioner Jesse Johnston, seconded by Commissioner Robert M. Mills, that the Board of Commissioners forward a request to the Planning Commission for review and determination on the appropriate zoning designation(s) which would allow indoor shooting/firing range as a conditional use granted by the Board of Zoning Adjustment.

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

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

City Commission Memorandum
16-94

May 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: 2016-2017 CDBG Action Plan

The accompanying resolution authorizes the submission of the City's 2016 – 2017 CDBG Action Plan to the U.S. Department of Housing and Urban Development.

The 2016 Action Plan identifies the use of our CDBG funds for the coming year that are projected at approximately \$212,949.00, a slight increase over the previous funding. In addition there is approximately \$295,930.00 in rollover funds from the current year, which have been committed to two homes in the initial stages of demolition and reconstruction; match funding for a HOME application; and additional phases of the Sand Lane sidewalk project. All funds will be utilized to address the goals established in the five-year plan and conform with federal program objectives in the areas of housing rehabilitation, neighborhood redevelopment, public facilities, and public service in low to moderate income areas of the community.

Specific activities budgeted and proposed to be undertaken, in addition to general administration for the Community Development Division, are:

- (1) The reconstruction of two homes occupied by low-income homeowners;
- (2) Exterior housing repairs to approximately 5-10 homes with the Kentucky Changers Program;
- (3) Continuation of enhanced police protection in areas of concentration of low and moderate-income families;
- (4) The provision of operational funds to the Emergency Shelter for Women and Children; and
- (5) Continuation of installation of sidewalks and related improvements along sections of Madison Street/Sand Lane Drive. This infrastructure improvement project to address the lack of safe pedestrian facilities for children walking to school and other public facilities is being implemented in phases due to the associated costs.

The City has successfully benefited from activities undertaken with CDBG funding in the past, and continuation of this program will positively address community development needs in the future.

Any modification to the Fiscal 2017 CDBG budget that may be subsequently made by the Board of Commissioners will result in the modification of the 2016 Action Plan to place in conformity therewith. The plan must be submitted by May 15, 2016. Your approval of the attached resolution is requested.

c: Tammy Willett
John Stroud
Buzzy Newman

**Community Development Memorandum
16-01**

May 4, 2016

TO: Russell Sights, City Manager

THROUGH: Buzzy Newman, Assistant City Manager
John Stroud, Acting Codes Administrator

FROM: Tammy Willett, Community Development Specialist

SUBJECT: 2016 – 2017 *Action Plan*

Attached you will find the City of Henderson's 2016–2017 *Action Plan*. This document is required by the U.S. Department of Housing and Urban Development (HUD) as a condition for the City's receipt of Community Development Block Grant (CDBG) funds. The *Action Plan* is a planning document that addresses community development needs and establishes the spending priorities for the City. As required by HUD regulations, we held a total of eight public hearings and solicited input from individuals and organizations within the City for inclusion in this year's work program.

We anticipate to receive \$212,949.00 in CDBG funds this forthcoming year, approximately a .83% increase in prior grant awards. The 2016-2017 *Action Plan* recommends expenditure as follows:

F.Y. 2016-2017

Housing Reconstruction/Temporary Relocation	
World Changer Rehab Program	\$ 138,416.85
Public Service-Police Protection	\$ 24,442.35
Public Service-Shelter for Women and Children	\$ 7,500.00
General Administration	\$ 42,589.80

In addition, we will have a rollover of approximately \$295,930.00 in 2015-2016. These funds are committed to two homes in the initial stages of being demolished and reconstructed through the CDBG program, along with match funding allocated for

submittal of a HOME application, and additional phases for additional sidewalks to be constructed near Sand Lane.

Specific 2016-2017 activities include:

- ❖ The reconstruction of approximately 2 dilapidated homes owned and occupied by low-income owners, along with waived construction costs.
- ❖ Rehabilitation of approximately 5-10 homes owned and occupied by low-income homeowners needing exterior repairs by the World and/or Kentucky Changers Program;
- ❖ Continuation of enhanced police patrol services in certain predominately low-income neighborhoods;
- ❖ Provision of operational funds to the Shelter for Women and Children; and
- ❖ Continued installation of sidewalks and related improvements along sections of Madison Street/Sand Lane Drive. This infrastructure improvement project is being implemented in Phases due to associated costs and different sources of funding to complete project. This is a continuous effort to address the problems in low-income neighborhoods of the lack of safe pedestrian facilities for children walking to school and other public facilities. This issue has been raised in public hearings in recent years.

I believe the activities listed above, as contained in the attached 2016-2017 *Action Plan*, represent a mix of worthy projects which comply with HUD guidelines as to eligible activities and meet national objectives to benefit low- to moderate-income persons and/or remove slum and blight conditions.

Tammy Willett

Tammy Willett

attachment

City of Henderson, Kentucky

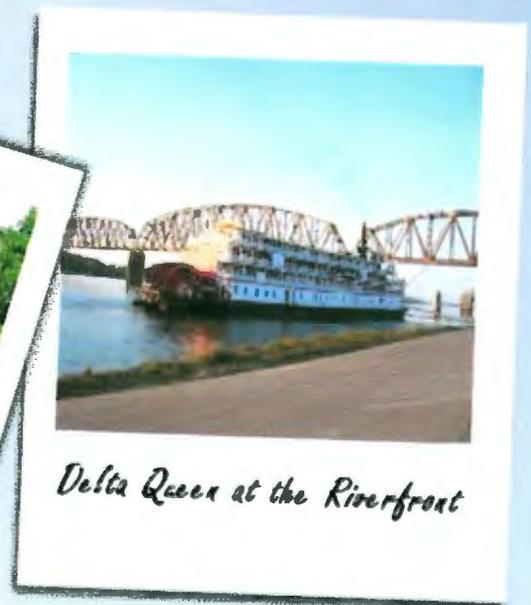
2016 ACTION PLAN



Downtown Water Feature



John James Audubon State Park



Delta Queen at the Riverfront

Submitted to:

U.S. Department of Housing and Urban Development
601 West Broadway, Room 110
Louisville, KY 40202

Prepared by:

Community Development Department
City of Henderson
222 First Street, PO Box 716
Henderson, KY 42419-0716

CHAPTER 1

Action Plan

(a) Resources

FEDERAL PROGRAMS

The City of Henderson and its public agencies have actively pursued the following federal programs:

Community Development Block Grant (C.D.B.G.)

- The City of Henderson is a C.D.B.G. entitlement community and will receive approximately, in F.Y. 16-17, \$212,949. Phase I of the Sand Lane sidewalk improvement was completed January 2012. Phase II (Commonwealth to Woodland Drive) costs were approximately \$185,100, with funding from a Safe Routes to School grant written in July 2011. This Phase has been complete and Phase III and IV to be completed in the next couple of years pending funding.

The annual CDBG allocation of \$212,949.00, combined with approximately \$295,930.00 in 2015 CDBG rollover funds are committed to undertake housing reconstruction/rehabilitation, which two homes are currently underway, temporary relocation, neighborhood redevelopment, continued infrastructure improvements along areas of Sand Lane/Madison Streets, the Gathering Place, and continued public services.



CDBG
Before



Henderson, KY

2015-2019 Consolidated Plan-2016 Action Plan
April 9, 2016



CDBG
After

2015 Kentucky
Changers Project –
accessible ramp



Henderson, KY

2015-2019 Consolidated Plan-2016 Action Plan
April 9, 2016



2014 Henderson
Mission Project –
Accessible Ramp

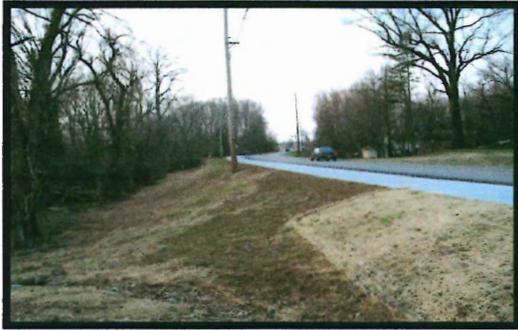
John F. Kennedy Community Center
New Floor



Sand Lane Sidewalk Project – Phase I
\$157,790.02

Henderson, KY

2015-2019 Consolidated Plan-2016 Action Plan
April 9, 2016



HOME

- Prior HOME applications have been successful but the latest funding was from a 2009 award. The City received an award of \$264,000 in February 2009 for a HOME Focus Community grant from Kentucky Housing Corporation to undertake additional housing reconstruction in a targeted neighborhood with boundaries running from Ingram to Fagan Streets and Clay to Vine Streets. Four homes were built adding to the City's supply of decent, safe, and affordable housing units along removing dilapidated structures and strengthening neighborhoods. The City applied for a HOME grant (January 2014) in the amount of \$264,000 to undertake four additional homes for new housing which was not funded by will continue to apply for HOME funds. The Community Development Department maintains a waiting list of approximately 120+ homeowners needing some type of housing assistance with approximately 29 eligible homeowners needing new housing. The City has removed 43 dilapidated structures and built 43 new single family homes placing homeowners in decent, safe, sanitary homes over the last 20 years. The Community Development Department will continue to apply for funds for Kentucky Housing Corporation.



Before

Henderson, KY

2015-2019 Consolidated Plan-2016 Action Plan

April 9, 2016

After
CDBG/HOME



PHA/Section 8

- The City of Henderson's Housing Authority anticipates to receive \$6,365,620 in operating funds/rental subsidy assistance for the provisions of its renter-family programs with net assets in 2016 in the amount of \$9,763,914.
- The Housing Authority of Henderson received a grant from the Department of Local Government in the amount of \$884,669.00 in Neighborhood Stabilization Program (NSP) funds to be utilized for the construction of approximately 9 multi-family units in 2009. Six 2-bedroom units were completed utilizing Green Building methods (April 2011). The Housing Authority continues to offer down payment/homebuyer assistance through its Housing Choice Voucher program for a home built with NSP funds administered through the Green River Area Development District at 1129 Washington Street.



WINTER'S PLACE

In addition to FY 2012, The Housing Authority of Henderson was notified of additional grant awards from the Department of Local

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Government in the amount of \$1,598,669 and \$682,500 in Neighborhood Stabilization Program (NSP) funds to be utilized for the construction of approximately 6 units, rehabilitation of 6 foreclosed properties, construction of 4 single-family homes which were completed in fall 2014, and continues to purchase foreclosed property, along with completion of two 2 bedroom duplexes utilizing Green Building control methods (Huffman Square).



Huffman Square

COMPLETED MODELS



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- The City of Henderson's Housing Authority will continue to operated its 430 units of public housing and its Housing Choice Voucher Program (738 housing vouchers) in an attempt to address the cost burden of low-income renter families and individuals. Any opportunities for expansion of these subsidies will be pursued.
- Housing Authority will continue constructing more housing units as land is acquired. 303 and 305 Fagan Street were completed in 2006 (see pictures below).



- Four duplexes utilizing low-income tax credits were constructed on the corner of Dr. Martin Luther King Boulevard and Alvasia Streets. It has also implemented a HUD Section 8 Homeownership program. It also recently purchased a foreclosed property on 444 Gabe Street for future development.
- The Housing Authority completed two duplexes with NSP funds at 417 and 421 Alvasia Street known as Huffman Square) with ribbon cutting on January 30, 2013. Housing Authority assisted the City with funding along with the CDBG program for sidewalk construction along Madison Street. The other CDBG acquired lot

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(700-702 Dr. Martin Luther King) houses the Cabell-Platt Medical Center offering free medical services by license physicians, assistants and nurses. A mobile *Catch Program* (Community Access to Child Healthcare) provides free medical assistance to those who qualify as low-income and need medical attention that may otherwise be turned away from other facilities and not receive proper medical treatment. The *Catch Program* is sponsored by Methodist Hospital now, and has been in operation for 12 years.

NON-FEDERAL PUBLIC

State Programs

- The City was awarded a Repair Affair grant fund in the amount of \$12,000.00 (March 2011) by Kentucky Housing Corporation to supplement the City's 2011 World Changers program to undertake 19 eligible low-income, owner-occupied homes for minor exterior rehabilitation
- The City of Henderson applied for a \$63,000 AHTF grant administered by Kentucky Housing Corporation for a World Changers program to undertake 20 eligible low-income, owner-occupied homes to receive minor exterior rehabilitation, however the application was not funded due to lack of funds and number of applications submitted to Kentucky Housing Corporation. New legislation (HB 537) has been passed in Congress to restore the AHTF program and the City will continue pursuing AHTF from Kentucky Housing Corporation to fund low-income housing projects.
- The City of Henderson applied for a \$360,000.00 Neighborhood Stabilization Program (NSP) grant to acquire dilapidated/foreclosed property for construction of new units for low-income persons; however, the application was not one of those accepted out of the 50 proposal totaling a request of \$115 million from an allocated amount of \$37 million in NSP funds.

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Local Programs

- A number of social service providers within the community, including the Salvation Army, St. Vincent dePaul Society, Community One, and local churches regularly provide some minor rehabilitation and/or financial assistance to applicants for short-term rent, utility payments, and overnight lodging. Funds are generated locally through donations, fund raising drives, etc.

PRIVATE RESOURCES

Community One, based out of Evansville, Indiana, has received funding from the City of Henderson to assist with improving homes with minor repairs in the East End corridor and promoting revitalization to the area. This agency is working with several agencies including but not limited to Community Development, Habitat for Humanity, Housing Authority of Henderson, and area churches as an additional outreach source.

(b) Activities to be Undertaken

Low-Income Housing Rehabilitation

- The City of Henderson will reconstruct approximately two homes with Community Development Block Grant funds occupied by low-income residents, along with the minor exterior rehabilitation of approximately 8-10 homes with the 2016 World Changers. City of Henderson utilized Kentucky Changers in 2015 and received the highest ranking of all cities worked in over the year which was an honor. Green Valley Baptist Association committed the 2016 summer project to World Changers hoping to bring more participants.
- HOME grant funds will continue to be pursued for the construction of two to four homes in 2016/2017.

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World Changers Program

2013



The City of Henderson's efforts to adequately house both the elderly and persons living below poverty has and will continue to principally take the form of low-income homeowner rehabilitation program such as those grants just recently awarded from Kentucky Housing Corporation. These programs will be supplemented as opportunities present themselves with additional programs such as Audubon Area's weatherization program, Habitat for Humanity, etc. which the City will support and assist.

This activity will address the strategic goal of "increasing the supply of standard housing through ... rehabilitation of existing housing units."

The City of Henderson will generally support applications for funding during the coming year by other entities for the provision of similar services.

The City of Henderson now has a 40-unit apartment complex, Aislynn Village, on KY-425 completed in August 2007 funded with Affordable Housing Tax Credits. These units are affordable

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to those who are considered low-income. In May 2009, a \$4,100,000.00 building permit was issued to Reece Homes for the construction of 50 additional two-bedroom units to the site.

A senior housing complex was completed on 501 Third Street (between Alves and Alvasia Streets), consisting of 34 one-bedroom units (2 story complex) for low-income elderly, along with a 4,000 s.f. gathering area.

There were a total of 95 new housing units, combination of apartment/condo/ duplex/triplex/mobile homes, permitted from June 1, 2015 to April 30, 2016, compared to 18 units in 2015, approximately 325% increase in units, 2 duplexes- 4 units, 8- 1 bedroom, 51 units at Colonial Assisted Living, 32 units at WARM Center. Overall, there were 220 permits issued compared to 229 from last year (4% decrease) for all permits, but those included, new, additions, remodels, accessory, signs, and demolitions.

Addressing Areas of Minority Concentration

- The City has provided CDBG funds in areas of minority concentration for the expansion of the local John F. Kennedy Center, installation of playground equipment in W.C. Handy and Anthony Brooks Parks, installation of sidewalks on Alves/Plum Streets, bullet proof streetlights on Dr. Martin Luther King Boulevard, enhanced police patrols, housing reconstruction, and the reconstruction of Vine Street.
- The highly utilized John F. Kennedy Community Center offers a wide range of daily activities for adults, adolescents, and children. Facility offers a learning center; fitness, including taekwondo and yoga classes; basketball court; recreation room, and offers art and craft classes, etc. administered by the City's Parks Recreation Department.
- Housing Authority of Henderson continues to develop new homes for tenants in Census Tract 204 which is accessible to transportation, health, and other community services.

Provision of Rental Assistance to Low-income Families and Individuals

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- The Henderson Housing Authority will continue to maintain its 430 units of public housing and administer its Housing Choice Voucher Program (738 housing vouchers) with an overall general operating budget of \$9,763,914. Assistance will be available to low-income renter families. This activity will address the strategic goal of “providing rental assistance to alleviate rental cost burden experienced by very low-income families and individuals. Housing Authority has many programs to assist low-income families and individuals such as their Big Brothers Big Sisters satellite office, free tax services, family resource library, certification classes for CNA, Welding and coal mining, and its community and technology center to help prevent drug use, offer after school programs and employment skill classes.

Provision of Homeless Services

- The City of Henderson will continue to support local non-profit agencies efforts to secure funding for provision of a homeless service within the City in the forthcoming 12 months. The Shelter for Women and Children, Harbor House and Audubon Area Community Service Inc. will continue to provide services to persons at risk or presently homeless, as will local social service providers such as the Salvation Army, St. Vincent DePaul, etc. The Salvation Army provided rental assistance to 72 tenants (148 people), 12 medical, 196 utility assist (425 people), and one person with transportation for medical, and served approximately 34,320 meals in 2016.

This activity will fulfill the strategic goal of “addressing the needs of homeless individuals and families and prevent low-income individuals and families with children from becoming homeless.”

The City of Henderson will generally support applications for funding during the coming year by other entities for the provision of similar services. The City will continue to support transitional and permanent supportive housing. Without this support, homeless individuals/families may never, because of the level of a disability, be able to achieve self-sufficiency or residential stability.

Provision of Elderly, Person with Disabilities, and/or Substance Abuse Problems

- There are several non-profit agencies within the City of Henderson, however, most outreach is completed through the Evansville/Owensboro metro area. Citizens in Henderson usually contact the local Volunteer and Information Center for referrals to appropriate agencies. Several emergency hotlines are available to assist those with substance abuse problems/ rape/mental illness and/or physical abuse.

The City of Henderson was awarded funds from the Kentucky Governor's Office of Local Development, Kentucky Housing Corporation HOME and AHTF, Federal Home Loan Bank of Cincinnati, and Boston Capital Corporation to construct a 33,797 s.f. building with 100 beds to assist women suffering from substance abuse. Projected cost is to be around \$4,284,851.00. A groundbreaking ceremony was held on April 12, 2006 with Governor Ernie Fletcher attending along with a many important people who made W.A.R.M. (Women's Addiction Recovery Manor) possible from a sundry of offices from Henderson to Washington, D.C. This new facility is under operation and currently at capacity with a waiting list. A ribbon cutting ceremony took place on Monday, August 2007 and was well attended. There are four phases ("SOS" Safe-Off- Street, Motivational Tract, Phase I, and Phase II) of recovery that have to be followed in order to leave the facility. A building permit was requested on June 30, 2009 for the construction of 32 units for transitional housing at the facility which is has been completed and stays at full capacity. In 2015 funding was approved from Kentucky Housing Corporation for an additional 4 structures of 32 units to be built and a community room. Construction is currently underway and expect to be completed by summer/fall.

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(c) Geographic Distribution

The City of Henderson will continue to undertake CDBG and HOME funded housing rehabilitation on a citywide basis. A review of past rehab activities reveals virtually all of the homes being addressed were in Census Tracts 201, 202, 203, 205.1 and 206.2. All areas having a majority of low-income residents. It is expected this placement will continue. The city is currently the 10th largest city in the State of Kentucky, however, it has lost several positions over the years to Richmond, Florence and Georgetown based on 2010 Census.

The 2009-2013 “American Community Survey” US Census identified 12,268 housing units with 7,073 being owner-occupied housing units within the City of Henderson. The City’s Codes Department estimated, in the City’s 2015-2019 Consolidated Plan, that 10% of these units were substandard – a total of 707 housing units. The City’s 2007-2011 CHAS report: “Severe Housing Problems Output for all Households” shows 1840 or 14.8 % of the City’s total housing units of 12,365 units exhibit housing problems, with approximately 3,680 occupied by low-income homeowners. As such, the need for rehabilitation continues to exist for low-income eligible homeowners.

Based on 2009-2013 “American Community Survey”, there are 6,093 individuals or 22% of the population living below poverty in the City. Hispanic population consists of 586 and of that 101 or 17.2% living below poverty within the City.

(d) Homeless and Other Special Needs Activities

There are no transitional housing facilities available in Henderson but are available in metro areas of Evansville/Owensboro. The City of Henderson has an estimated 20 to 120 individuals/ families homeless at any given time in the community. A 2015 "Point in Time Count" calculated 20 homeless individuals living in Henderson County (only 1 non veteran was unsheltered). Homeless services are only offered on a limited basis through the Harbor House and the Shelter for Women and Children facilities. The Harbor House facility can accommodate approximately 25 males up to 6 months and the Shelter for Women and Children can accommodate up to a total 22 women and their children at any given time. The facility has five bedrooms (11 bunkbeds, 1 baby crib and 1 toddler bed), a community living room, play room, kitchen and lounge. Most women are able to leave the facility within 3 months; however, there are some exceptions. This year there were approximately 162 women and children utilizing the Shelter for Women and Children. The Shelter tries to follow some of the women they have assisted once they leave the facility with some coming back to donate their services and there are others who are unable to be reached once they leave. The Shelter provides numerous self-sufficiency programs from self-esteem building, job readiness, money management, family planning, violence protection, and provides incentives for savings "Shelter Bucks" which dollars are earned for good behavior. The provision of such services within the community is needed to address this problem.

In addition, existing programs and efforts to provide rental and/or utility assistance to low-income families threatened with homelessness should be continued and strengthened. Specific activities in the forthcoming year to prevent low-income families from becoming homeless include Community Development Block Grant and HOME funded housing rehabilitation/reconstruction programs. The Community Development Department staff will continue assisting homeless service providers in securing funding for increased services within the City.

The provision of funds to help those living with the HIV/AIDS disease is needed. There are approximately 504 up from 459 (10% increase) last year of known cases in the surrounding area, growing 10% each year, with approximately 140+ being in Henderson County, the youngest being 13 and the oldest being 76. Seventy-six (76) new cases were in 2014 but on a positive note six babies born to HIV

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mothers were negative. Continuous funding is being sought through HOPWA and federal HOME grants which are managed by the City's local non-profit Matthew 25 organization. This non-profit organization was created in 1996 by a group of concerned residents of the Henderson/Evansville area who had been personally affected by the HIV/AIDS virus and wanted to provide education and prevention services to the area. In December 2002, Matthew 25 moved to a larger clinical site and has since moved again in 2008 to help with the growing epidemic in the area.

Matthew 25 has been successful in receiving financial assistance through federal, state and foundation grants. Grants (\$332,000 HIV/Care Coordination, \$244,000 Centers for Disease Control, \$420,000 Ryan White, and HOME) received in 2006 and 2007 totaling \$1,195,160 were awarded to provide temporary housing and medical assistance for those suffering from HIV/AIDS. A prior foundation grant was utilized for the purchase of a van to assist with client transportation. Most of the large grants will be renewed and continued for four to five years.

In 2007, Matthew 25 received \$39,148 in HOPWA funding, down from the \$60,012 received in 2006, along with \$132,586 in HOME Tenant-Based Rental Assistance which served approximately 26 people. Permanent housing is becoming harder for those who have a criminal history and cannot find any place to go from transitional housing within two years of being assisted from Matthew 25. The Housing Authority cannot assist those who have a criminal history making homelessness an issue for those being released from the County's detention center.

In 2012-2013 program year, Matthew 25 will receive \$401,396 HIV/Care Coordination, \$110,000 Centers for Disease Control, \$420,000 Ryan White. \$156,767 HOME and \$75,422 HOPWA are to provide temporary housing and medical assistance for those suffering from the HIV/Aids. Foundation grants have also been received from MAC AIDS and Broadway cares for food pantry support. Matthew 25 is still working the Housing Authority of Henderson to possibly construct a couple of duplexes for those with HIV/AIDS, however this is subject to funding from both agencies.

A 2014 HOME grant was awarded for Tenant Based Rental Assistance in the amount \$102,091.00 to assist individuals with housing (14 units) serving 11 counties.

HIV/AIDS is becoming more prevalent in this area and Matthew 25 continues to see a steady increase affecting African American women and particularly young people ages 18-24, middle age and seniors who are heterosexuals due erectile dysfunction drugs and internet dating. HIV/AIDS is still prevalent with men having sex with other men (MSM).

(e) Other Actions

Public Policies

- The City of Henderson does not propose any actions in the forthcoming year to change its public policies, as no policies were found to be detrimental to the provision of affordable housing.

Institutional Structure

- The City of Henderson does not propose to take any actions in its present institutional structure in the forthcoming year.

Public Housing

- The City of Henderson will continue to support the activities of its “high performing” Housing Authority. The City will continue the process of increased communication and coordination of programs. The PHA is addressing public housing improvements through remodernization of units, self-sufficiency and educational services, drug awareness programs, youth programs, etc. (See attached *Resident Notes* newsletter, Appendix D). It also has a Section 8 Homeownership program, Housing Choice Voucher Program.

Lead-Based Paint Hazard Reduction

- The City of Henderson will incorporate the new lead-based paint regulations into all housing rehabilitation activities which went into effect September 15, 2000. All training notifications relating to lead-based paint are submitted to all qualified CDBG contractors. In addition, the City of Evansville has agreed to make available to the City of Henderson their certified staff and certified contractors.

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Affirmatively Furthering Fair Housing

- The City of Henderson adopted a Proclamation designating April 2015 as Fair Housing month and the City organized a poster contest in 2012 with primary grades and presented winners with certificated and awards banquet. The following were in attendance: student winners and parents/guardians, Human Relations Executive Director, Community Development staff, Henderson County School System staff, Mayor and County Judge/Executive awarding certificates. The local newspaper, *the Gleaner*, was there to take pictures of the winners. All 15 winning posters were posted on the City of Henderson web site and all posters posted in the lobby of the Henderson Municipal Building.



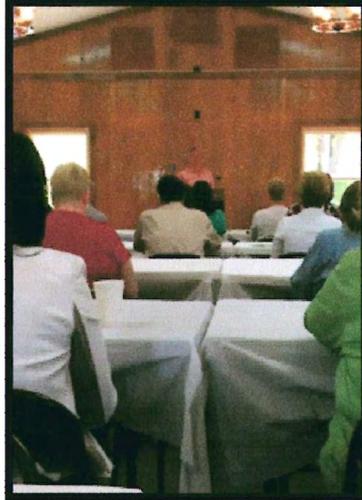
- Community Development Department staff continues to attend Fair Housing training with latest in April 2014 and obtained Certificate of Achievement. The Human Relations and Community Development will continue to promote events for Fair Housing month.
- The Community Development Department and the Human Relations Commission sponsored a “Fair Housing Workshop” on April 20, 2016 presented by Mary Ann Taylor of Kentucky Commission on Human Rights of Louisville, Kentucky. Mary Ann Taylor discussed topics ranging from Fair Housing complaints, laws, protected classes, violations, reasonable modifications, and design construction to disability discrimination.

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FAIR HOUSING WORKSHOP, APRIL 20, 2016



- The Human Relations Commission received 19 housing inquiries, down from 23 last year. One was race related and one was national origin, but when they were reviewed no substantial evidence was found to forward the case to the Louisville Commission on Human Relations. The other 17 were a variety of other housing questions such as rental, cost, sexual harassment, eviction, poor conditions, etc. Of the 19 inquiries, none were found to be related to housing discrimination and therefore the Commission found no probable cause to pursue any of the 19 inquiries, 84% of complaints received by the office are employment related. The City's Human Relations Director continues to state that it continues to be difficult to discern clear evidence of on-going discrimination in housing and without better data from field testing and/or other resources, the current evidence does not establish clear patterns of discrimination.

(f) Program-Specific Activities to be Undertaken

- \$138,416.85 and rollover CDBG funds will be utilized for rehabilitation/reconstruction and temporary relocation. The City will undertake approximately two CDBG housing reconstructions for low-income, owner-occupied families living in dilapidated structures within the City, along with exterior repair of approximately 8-10 homes with World Changers. The areas to be

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address will be scattered site and reconstruction. Allocation will be approximately 65%.

Outcome: Availability/Accessibility

Objective: Decent Housing

Matrix Code: 14A

Accomplishment: 04 Households

- \$24,442.35 to provide enhanced police protection in areas of concentration of low- and moderate-income families particularly focusing on census tracts 201, 202, 203, 204, 205.1, and 206.02 BG1. This includes foot, bicycle, and vehicle patrols. Allocation will be approximately 12%.

Outcome: Sustainability

Objective: Suitable Living Environment

Matrix Code: 05I

Accomplishment: 01 People

- \$7,500.00 to provide operational funds to local Shelter for Women and Children in census tract 206.01. Allocation of will be approximately 3%.

Outcome: Availability/Accessibility

Objective: Suitable Living Environment

Matrix Code: 03T

Accomplishment: 01 People

- Planning and Administration of \$42,589.80 will be approximately 20% of the City's allocated amount of \$212,949.00.

Matrix Code: 21A

g) Chronic Homelessness

A "Point in Time Count" was conducted in April 2014 by Green River Area Development District that showed 28 considered to be homeless on a given day, and 100% temporarily sheltered but 2015 K-Count showed 16 individuals listed as sheltered plus 3 veterans for a total of 19 homeless and one chronically homeless individual.

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The City will attend upcoming conferences on how to plan and prepare to end chronic homelessness. Kentucky Housing Corporation has launched to end Veterans Homelessness. The Shelter for Women and Children facility has continued to assist women and children with their ESG funds in the amount of \$30,000.00 this fiscal year. The Harbor House has continued its efforts to house homeless men and heavily relies upon private and funding from various agencies. The WARM Center houses those women with drug/alcohol addiction and has built several transitional housing units.

h) Executive Summary

The City of Henderson has undertaken the following activities beginning July 1, 2015 to April 9, 2016 with most activities still underway.

1) Planning and Administration

Cost of project - \$42,235.80

2) Police Enhancement

Outcome: Sustainability

Objective: Suitable Living Environment

Cost of project - \$24,176.85

3) Shelter for Women and Children

Outcome: Availability/Accessibility

Objective: Suitable Living Environment

Cost of project - \$7,500.00

4) Rehabilitation/Reconstruction by providing CDBG funds for initial housing activities (survey, design, inspection, etc.) to of 2 home for low- to moderate-income households living in dilapidated structures in the City of Henderson. The City also provided CDBG funds for rehabilitation of 19 homes utilizing the 2015 Kentucky Changers Program.

Cost of project \$206,054.15

Outcome: Sustainability

Objective: Suitable Living Environment

Matrix Code: 14A

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Accomplishment: 04 Households

5) Sand Lane Sidewalks – Phase I located in census tracts 206.02 BG1 (64% LMI) benefiting low- to moderate-area. The project entailed approximately 6' of 925 l.f. of public sidewalk from Fair Ground Lane to Woodland Drive. City will continue this project in multi-phases in order to connect the sidewalk to a main thorough fare known as Green Street. This project allows for the safe pedestrian passage of adults and school children living in low- to moderate-income neighborhoods. The project site is located on Sand Lane, one block from an apartment complex of the Housing Authority of Henderson, adjacent to a well-utilized soccer and ball field facility (William L. Newman Park) and local elementary and middle school, along with the highly utilized community center, John F. Kennedy Community Center. This project will continue to promote healthy lifestyles by individuals utilizing the walkway as well as reduce green house gas emissions from reducing the number of vehicles off the road for those wanting to walk/ride bicycles/motorized wheel chairs to the store, community center, schools, and non-profit stores such as the Goodwill.

Cost for construction for Phase I \$157,790.02 (completed in 2012)
Approximate Cost for Phase II \$185,100 (completed 2015)
Approximate Cost for Phase III \$216,000 (underway)

Outcome: Availability/Accessibility
Objective: Suitable Living Environment
Matrix Code: 03L
Accomplishment: 01 People

6) Senior Center Parking

To be completed by end of July 2016.

\$76,649.75 to undertake installation of new accessible parking lot to enable those who are disabled ample parking. The current lot is shared with the general public and local pool during the summer months and seniors do not have any where to park to allow accessible entrance into the facility.

Outcome: Availability/Accessibility
Objective: Suitable Living Environment
Matrix Code: 03L
Accomplishment: 01 People Outcome: Availability/Accessibility



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

May 10, 2016

City Manager

Date

222 First Street, PO Box 716

Address

Henderson, KY 42419-0716

City/State/Zip

270-831-1200

Telephone Number

- | |
|---|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

- 1 Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
- 2 Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2016.

(a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

- 3 Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

4. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
5. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

City Manager _____ May 10, 2016
Date

222 First Street, PO Box 716
Address _____

Henderson, KY 42419-0716
City/State/Zip _____

270-831-1200
Telephone Number _____

- This certification does not apply.
 This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code)

Check X if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
City of Henderson	1990 Barret Court, Suite B	Henderson	Henderson	KY	42420
Unspecified Rehabilitation					

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

8. All "direct charge" employees;
9. All "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- a. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

May 10, 2016

City Manager

Date

222 First Street, PO Box 716

Address

Henderson, KY 42419-0716

City/State/Zip

270-831-1200

Telephone Number

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s) <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
3. Date Received:	4. Applicant Identifier:	
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
*a. Legal Name: City of Henderson		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 61-6001840		*c. Organizational DUNS: 07-133-9527
d. Address:		
*Street 1:	<u>222 First Street</u>	
Street 2:	_____	
*City:	<u>Henderson</u>	
County:	<u>Henderson</u>	
*State:	<u>Kentucky</u>	
Province:	_____	
*Country:	<u>United States</u>	
*Zip / Postal Code	<u>42420</u>	
e. Organizational Unit:		
Department Name: Administration		Division Name: Community Development
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <u>Ms.</u>	*First Name: <u>Tammy</u>	
Middle Name: _____		
*Last Name: <u>Willett</u>		
Suffix: _____		
Title: <u>Community Development Specialist</u>		
Organizational Affiliation: City of Henderson, Kentucky		
*Telephone Number: 270-831-1277		Fax Number: 270-831-1271
*Email: <u>tammyw@cityofhendersonky.org</u>		

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218 _____

CFDA Title:

Community Development Block Grant - Entitlement _____

***12 Funding Opportunity Number:**

B-16-MC-21-0007 _____

*Title:

Community Development Block Grant (CDBG) _____

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Henderson, KY

***15. Descriptive Title of Applicant's Project:**

Citywide housing reconstruction/rehabilitation, relocation, enhanced police services, continued infrastructure improvements, and continued public services.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: 1st

*b. Program/Project: 1st

17. Proposed Project:

*a. Start Date: 7/1/16

*b. End Date: 6/30/17

18. Estimated Funding (\$):

*a. Federal	_____	212949
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	212949

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on April 9, 2016
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Russell

Middle Name: R.

*Last Name: Sights

Suffix: _____

*Title: City Manager

*Telephone Number: 270-831-1200

Fax Number: 270-831-1206

* Email: rsights@cityofhendersonky.org

*Signature of Authorized Representative:

*Date Signed: 5/10/16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION
OF THE 2016-2017 CDBG ACTION PLAN TO THE
UNITED STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

WHEREAS, it is necessary and in the public interest that the City of Henderson, Kentucky, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1974, as amended, to continue Community Development Programs within the City of Henderson, Kentucky; and

WHEREAS, the United States Department of Housing and Urban Development's application process for said funding includes preparation of a 2016 *Consolidated Plan - Action Plan*; and

WHEREAS, the City Manager recommends submittal of the 2016 *Action Plan*.

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

1. That the United States of America, Secretary of Housing and Urban Development be, and hereby is, assured of full compliance by the City of Henderson, Kentucky, with certifications relating to all regulations and administration of Civil Rights Acts, citizen participation, relocation payments, acquisition processes, accounting procedures, the Hatch Act, minimum wage and minimum hour provisions of the Fair Labor Standards Act, all requirements of the National Environmental Policy Act of 1968, and all other certifications applicable to activities undertaken in whole or part with Community Development Block Grant funds, as stipulated in 24 CFR 570.303 and as contained in the attached "Grantee Certifications," which are incorporated herein by reference.
2. That the City Manager is authorized and directed to prepare such certifications and to assure full compliance with all certifications as are outlined in paragraph one (1) above.
3. That an *Action Plan* on behalf of the City of Henderson for a grant of said Title I funds is hereby approved and the City Manager is hereby authorized to execute and file such plan with the U.S. Department of Housing and Urban Development, provide such additional information and to furnish such documentation as may be required and to act as the authorized correspondent of the City of Henderson relating to the Community Development Program.
4. That the Mayor is hereby authorized to accept the grant funds for the *Action Plan* when formally issued by the United States Department of Housing and Urban Development, and is further authorized to perform all acts necessary to execute the grant agreement between the City and the Secretary of Housing and Urban Development.

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

Commissioner Royster _____
Commissioner Mills _____
Commissioner Johnston _____

Commissioner Hite _____
Mayor Austin _____

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

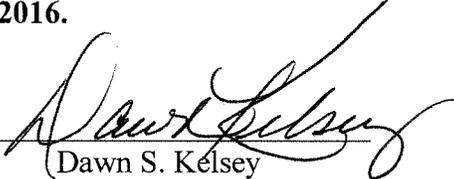
ATTEST:

Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 5 DAY OF
MAY, 2016.**

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-95

May 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: Public Improvements Acceptance–Rivers Edge Subdivision I

An item for the agenda of Tuesday, May 10, 2016, is final reading of an ordinance accepting public improvements for Rivers Edge Subdivision I.

Included in this acceptance is water and sanitary sewer improvements including one fire hydrant, two gate valves, 260 lineal feet of 6-inch water main, 210 lineal feet of gravity sewer and two manholes.

The improvements have been built to city subdivision standards; have been inspected and approved by Engineering and HWU; the Water and Sewer Commission approved recommendation for acceptance at its Monday, April 18, 2016 meeting; and was recommended for acceptance by the Henderson-Henderson County Planning Commission at its meeting of April 5, 2016.

Your approval of the attached ordinance is requested.

c: Brian Bishop, Planning Director
Tom Williams, HWU General Manager
Doug Boom



Planning the Future

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

Brian Bishop
Executive Director

April 6, 2016

Mayor Steve Austin
City Commissioners
Municipal Center
Henderson, Ky. 42420

RE: Acceptance of Water & Sewer for River Edge Subdivision, Section # 1 Hackberry
Development located in Henderson, Ky.

Dear Mayor and Commissioners:

Please be advised Tuesday, April 5, 2016 the Henderson City-County Planning Commission took official action to recommend acceptance of the following:

River Edge Subdivision, Section #1

Water

6" Water Main 260 Lineal Feet
Gate Valve 2 Each
Fire Hydrant 1 Each
Dual Meter Services 3 Each

Sewer

8" Gravity Sewer 210 Lineal Feet
Manholes 2 Each
Service Laterals 6 Each

These improvements were constructed in accordance with the public improvement specifications and final inspection was performed by the Henderson Water Utilities Engineering Department staff. The Henderson City-County Planning Commission at this time request your consideration.

Respectfully submitted,

Brian Bishop
Executive Director

HENDERSON CITY-COUNTY
PLANNING COMMISSION

Attachment

C: Dawn Kelsey, City Attorney
Russell Sights, City Manager

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

**Resolution No. 2016-11
Acceptance of Water & Wastewater Improvements
Rivers Edge Subdivision, Section 1**

The following Resolution was duly adopted by the Board of Commissioners of the Henderson Water & Sewer Commission at a regular meeting held on Monday, 18 April 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 accept certain public improvements on Rivers Edge Drive, as recommended by the staff of the Water and Sewer Commission, and herewith transmitted to the City, to wit:

Rivers Edge Subdivision, Section 1

Water

6" PVC Main:	260 Linear Feet
Gate Valves:	2 Each
Fire Hydrants:	1 Each
Dual Meter Services:	3 Each

Wastewater

8" Gravity Sewer:	210 Linear Feet
Manholes:	2 Each
Service Laterals:	6 Each

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, 18 April 2016, and upon Motion made by Commissioner John Henderson, and seconded by Commissioner Julie Wischer, the Board of Commissioners voted as follows:

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



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

ORDINANCE NO. 17-16

ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS

SUMMARY: AN ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS FOR PROPERTY LOCATED AT RIVER EDGE SUBDIVISION, SECTION 1

WHEREAS, at a meeting of the Henderson City-County Planning Commission held on April 5, 2016 it was recommended that certain public improvements for property located at River Edge Subdivision, Section 1 in the City of Henderson be accepted; and

WHEREAS, at a meeting of the Henderson Water Utility Commission held on April 18, 2016, the public improvements were approved; and

WHEREAS, said improvements have been made in accordance with public improvements specifications and regulations.

NOW, THEREFORE, BE IT ORDAINED by the City of Henderson, Kentucky, that the City hereby accepts certain public improvements for property located at River Edge 1 Subdivision, Section 1, which is generally depicted on the attached plat marked Exhibit "A", and consists of the following:

River Edge Subdivision Section 1

Water

6" Water Main – 260 Lineal Feet
Gate Valve- 2 Each
Fire Hydrant - 1 Each
Dual Meter Services 3 Each

Sewer

8"Gravity Sewer 210 Lineal Feet
Manholes – 2 Each
Service Laterals 6 Each

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 Royster AYE
Commissioner Mills AYE
Commissioner Johnston AYE

Commissioner Hite AYE
Mayor Austin AYE

PUBLICATION DATE: _____

FIRST READ: 04/26/2016
SECOND READ: _____

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

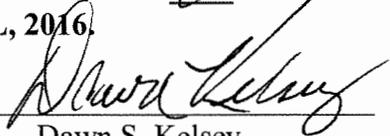
WHEREUPON, Mayor Austin declared the ordinance adopted, affixed his signature and the date and ordered that it be recorded.

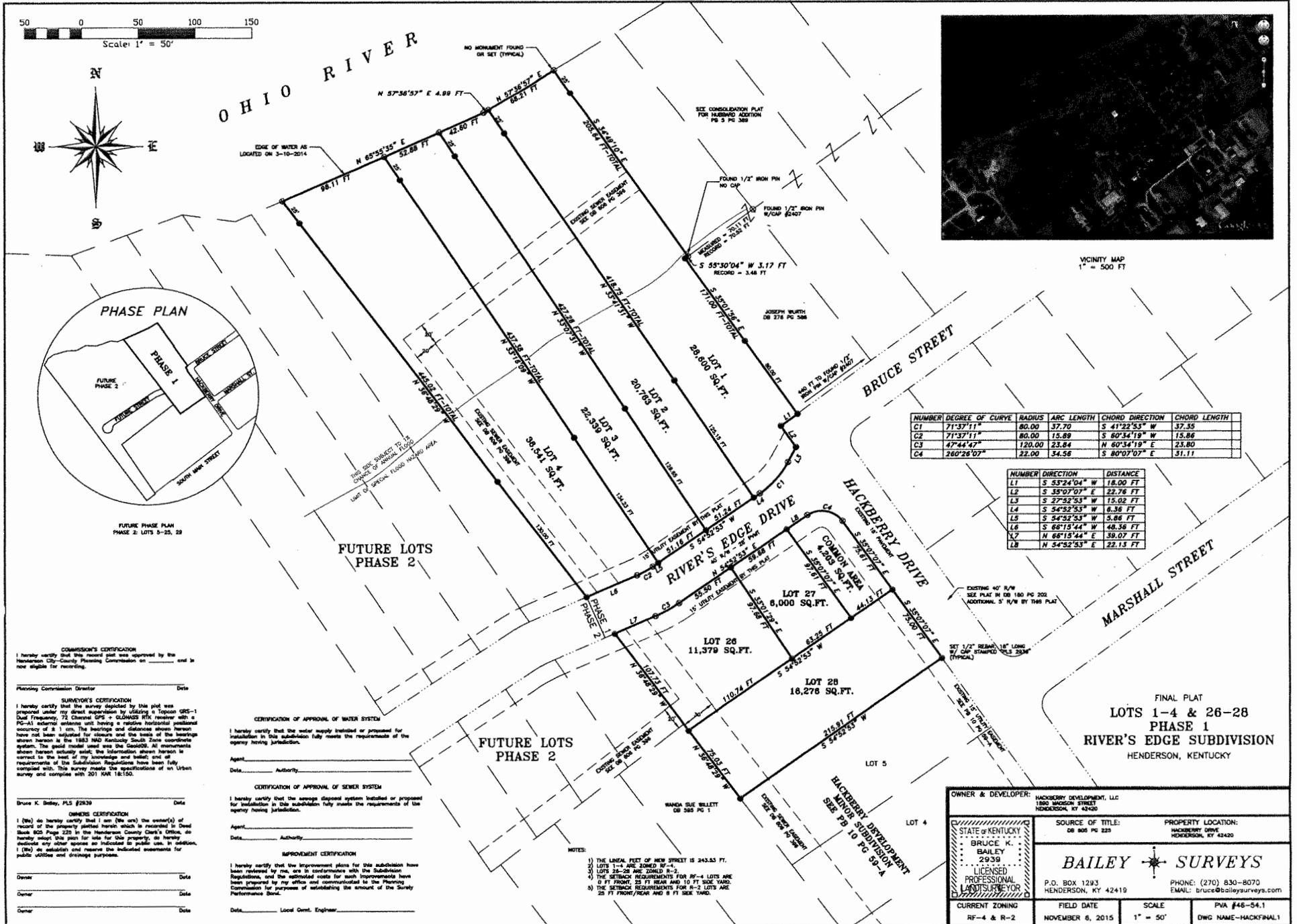
 Steve Austin, Mayor
 Date: _____

ATTEST:

 Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 70 DAY OF APRIL, 2016.

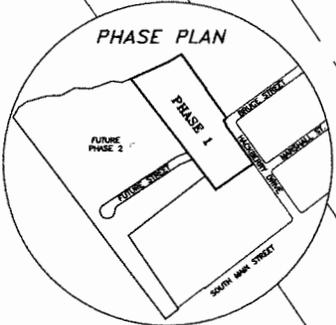
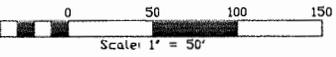
By: 
 Dawn S. Kelsey
 City Attorney



VICINITY MAP
1" = 500 FT

NUMBER	DEGREE OF CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	71°37'11"	80.00	37.70	S 41°22'53" W	37.35
C2	71°37'11"	80.00	15.89	S 60°34'19" W	15.86
C3	47°44'47"	120.00	23.84	N 60°34'19" E	23.80
C4	260°26'07"	22.00	34.56	S 80°07'07" E	31.11

NUMBER	DIRECTION	DISTANCE
L1	S 33°24'04" W	118.00 FT
L2	S 38°07'07" E	22.76 FT
L3	S 27°52'53" W	15.02 FT
L4	S 54°52'53" W	6.36 FT
L5	S 54°52'53" W	3.86 FT
L6	S 68°13'44" W	48.36 FT
L7	N 68°13'44" E	39.07 FT
L8	N 54°52'53" E	22.15 FT



FUTURE PHASE PLAN
PHASE 2 LOTS 9-25, 29

COMMISSIONER'S CERTIFICATION
I hereby certify that this record was approved by the Henderson City-County Planning Commission on _____ and is now eligible for recording.

Planning Commission Director _____ Date _____

SURVEYOR'S CERTIFICATION
I hereby certify that the survey depicted by this plat was prepared under my direct supervision by utilizing a Topcon GRS-1 Dual Frequency, 72 Channel GPS + CLEARSCAN RTK receiver with a PC-A1 external antenna unit having a relative horizontal positional accuracy of 2.1 cm. The bearings and distances shown herein have not been subjected for closure and the base of the bearings system is the 1983 NAD National South Zone coordinate system. The geoid model used was the GENUSS04. All monuments shown herein actually exist; the information shown herein is correct to the best of my knowledge and belief; and all requirements of the Subdivision Regulations have been fully complied with. This survey meets the specifications of an Urban survey and complies with 201 KAR 18:150.

Bruce K. Bailey, PLS #2939 _____ Date _____

OWNER'S CERTIFICATION
I (We) do hereby certify that I am (We are) the owner(s) of record of the property situated herein which is recorded in Deed Book 803 Page 223 in the Henderson County Clerk's Office; do hereby adopt this plan for use for this property; do hereby declare any other species as indicated in public use; in addition, I (We) do establish and reserve the indicated easements for public utilities and drainage purposes.

Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____

CERTIFICATION OF APPROVAL OF WATER SYSTEM
I hereby certify that the water supply installed or proposed for installation in this subdivision fully meets the requirements of the agency having jurisdiction.

Agent _____ Date _____ Authority _____

CERTIFICATION OF APPROVAL OF SEWER SYSTEM
I hereby certify that the sewage disposal system installed or proposed for installation in this subdivision fully meets the requirements of the agency having jurisdiction.

Agent _____ Date _____ Authority _____

IMPROVEMENT CERTIFICATION
I hereby certify that the improvement plans for this subdivision have been reviewed by me, or in conformance with the Subdivision Regulations, and the estimated costs for such improvements have been prepared by my office and communicated to the Planning Commission for purposes of establishing the amount of the Survey Performance Bond.

Date _____ Local Genl. Engineer _____

- NOTES:**
- 1) THE LINEAL FEET OF NEW STREET IS 243.83 FT.
 - 2) LOTS 1-4 ARE ZONED R-1.
 - 3) LOTS 26-28 ARE ZONED R-2.
 - 4) THE SETBACK REQUIREMENTS FOR R-1 LOTS ARE 0 FT FRONT, 25 FT REAR AND 10 FT SIDE YARD.
 - 5) THE SETBACK REQUIREMENTS FOR R-2 LOTS ARE 25 FT FRONT/REAR AND 8 FT SIDE YARD.

OWNER & DEVELOPER: HACKBERRY DEVELOPMENT, LLC
1800 MADISON STREET
HENDERSON, KY 42420

SOURCE OF TITLE: DE 806 PG 223

PROPERTY LOCATION: HACKBERRY DRIVE
HENDERSON, KY 42420

STATE OF KENTUCKY
BRUCE K. BAILEY
2939
LICENSED PROFESSIONAL LAND SURVEYOR

BAILEY SURVEYS

P.O. BOX 1293
HENDERSON, KY 42419

PHONE: (270) 830-8070
EMAIL: bruce@baileysurveys.com

CURRENT ZONING: RF-4 & R-2

FIELD DATE: NOVEMBER 6, 2015

SCALE: 1" = 50'

PVA #48-54.1
DWG NAME-HACKFINAL1

City Commission Memorandum
16-98

May 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: First Amendment to Alert (Public Safety Software) System
Purchase Agreement

The accompanying resolution accepts a first amendment to the System Purchase Agreement with Alert Tracking Systems, Inc. (d/b/a Alert Public Safety Solutions), and authorizes the Mayor to execute the agreement and other further amendments if the amendments do not change the scope or the price.

The original Agreement was entered into on November 23, 2015. The City and Alert PSS desire to amend the terms of the Agreement as set forth in the attached First Amendment.

Your approval of the attached resolution is requested.

Interdepartmental Memorandum

May 4, 2016

TO: Russell R. Sights, City Manager

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

SUBJECT: Alert Contract Amendment Number One

Enclosed for your review and recommendation is an amendment change to the Alert contract for the 911 systems upgrade. The purpose of the amendment is to clarify the terms of the original contract.

The first item is clarifying the date in which the warranty begins for the Alert system. Second item is the transferring of data from the current KY OPS, CAD, Records Management and Fire House. Third item is the clarification of the number of handheld scanner units to be provided. Fourth item is clarification of the services including the "Geo File Build."

The contract amount previously approved by the Commission and Fiscal Court is not changed by the terms of this amendment request.

RESOLUTION NO. _____

RESOLUTION ACCEPTING FIRST AMENDMENT TO THE SYSTEM PURCHASE AGREEMENT WITH ALERT TRACKING SYSTEMS, INC. (D/B/A ALERT PUBLIC SAFETY SOLUTIONS), AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT AND OTHER FURTHER AMENDMENTS IF THE AMENDMENTS DO NOT CHANGE THE SCOPE OR THE PRICE

WHEREAS, the City of Henderson, Kentucky entered into a System Purchase Agreement with Alert Tracking Systems, Inc. d/b/a Alert Public Safety Solutions (Alert PSS) to purchase an integrated Public Safety Software System on November 23, 2015; and

WHEREAS, the City and Alert PSS desire to amend the terms of the Agreement as set forth in the attached First Amendment to the System Purchase Agreement; and

WHEREAS, the City Manager recommends that said First Amendment to the System Purchase Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky that the recommendation of the City Manager is accepted, and the attached First Amendment to the System Purchase Agreement with Alert Tracking Systems, Inc. d/b/a Alert Public Safety Solutions (Alert PSS) is approved, condition upon approval of Henderson County Fiscal Court, and the Mayor is hereby given authority to execute said agreement and future amendments on behalf of the City if the amendment(s) doesn't change the scope or price of the purchase.

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

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

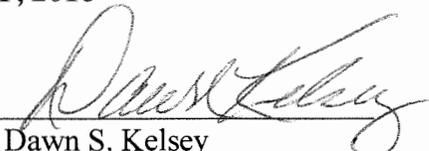
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 6 DAY OF MAY, 2016

By: 
Dawn S. Kelsey
City Attorney



**FIRST AMENDMENT TO THE SYSTEM
PURCHASE AGREEMENT**

FOR

CITY OF HENDERSON

FIRST AMENDMENT TO THE SYSTEM PURCHASE AGREEMENT

This First Amendment to the System Purchase Agreement between Alert PSS and Client (“Amendment”) is dated effective as of the date fully executed by both Parties (“Effective Date”), and is entered into by and between Alert Tracking Systems, Inc. (dba Alert Public Safety Solutions, referred to as “Alert PSS”), and the City of Henderson, Kentucky (“Client”).

Alert PSS and Client entered into that certain Agreement between Alert PSS and Client dated November 23, 2015 (“Agreement”).

Alert PSS and Client now desire to amend the terms of the Agreement as more particularly set forth below:

- 1.0** Addendum A-1 of the Agreement is hereby amended by deleting Section 1.5.21 in its entirety and replacing it with the following:

“1.5.21 “Warranty Period” means the period of duration twelve (12) months after the Go-Live date of CAD.”

- 2.0** Addendum A-2 of the Agreement is hereby amended by deleting the list therein in its entirety and replacing it with the following:

<i>QTY</i>	<i>Description</i>	<i>Cost (U.S. \$)</i>
8	APSS Responder™ Computer Aided Dispatch	\$120,000.00
ENT	APSS Enforcer™ Law Records Management System	\$112,500.00
100	APSS Sentinel™ Mobile Dispatch	\$95,000.00
100	APSS Guardian™ Automatic Vehicle Location	\$40,000.00
12	APSS First Due™ Fire Records Management System	\$38,500.00
ENT	APSS Rescue™ EMS Records Management System	Included
8	APSS Alert Map™	Included
100	APSS Mobile Map	Included
Total Alert PSS Software		\$406,000.00

- 3.0** Addendum A-3 of the Agreement is hereby amended by deleting the list therein in its entirety and replacing it with the following:

<i>QTY</i>	<i>Description</i>	<i>Cost (U.S. \$)</i>
ENT	LINK / NCIC Interface	\$25,000.00
ENT	9-1-1 Interface	\$5,000.00
ENT	Firehouse Interface	Included
ENT	Motorola Interface	Included
ENT	KYOPS Interface (State Imported Incident Data)	Included

<i>ENT</i>	<i>Bair Analytics Interface</i>	<i>Included</i>
<i>1</i>	<i>CAD Incident Data dump to ESO Solutions (EMS)</i>	<i>Included</i>
<i>1</i>	<i>Data Conversion (Includes the following)</i>	<i>Included</i>
	○ <i>CAD Data from Interact</i>	
	○ <i>LERMS Data from KYOPS</i>	
	○ <i>Access Database from Patrol</i>	

Total Alert PSS Interfaces & Data Conversion **\$30,000.00**

4.0 Addendum A-5 of the Agreement is hereby amended by adding the following to the list of Subcontract

“ 55 *Motorola DS4208 Handheld Scanner* *Included*”

5.0 Addendum A-7 of the Agreement is hereby amended by adding the following to the list of Subcontractor Services:

“ 1 *GEO File Build* *Included*”

6.0 This Amendment represents the entire agreement between the Parties hereto with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

7.0 Except as otherwise expressly provided herein, all terms used in this Amendment that are not otherwise defined shall have the same respective meanings ascribed to such terms in the Agreement.

8.0 Except as modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect.

9.0 Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

10.0 Except to the extent that this Amendment is governed by the laws of the United States, this Amendment shall be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of law provisions.

(The Remainder of This Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, Alert PSS and Client have executed and delivered this Amendment

effective as of the Effective Date.

ALERT PUBLIC SAFETY SOLUTIONS

CITY OF HENDERSON

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Steve Austin
Printed Name

Title

Mayor of the City of Henderson
Title

Date

Date

ATTEST

Maree Collins
City Clerk

COUNTY OF HENDERSON

Brad Schneider
Henderson County Judge Executive

ATTEST

Sue Baker
Clerk of Henderson Fiscal Court

City Commission Memorandum
16-101

May 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Memorandum of Agreement with DLG – Central & Newman Park
Playgrounds Project

The accompanying resolution approves a Memorandum of Agreement between the Commonwealth of Kentucky, Office of the Governor, Department for Local Government and the City of Henderson.

The agreement provides for the award of a grant in the amount of \$80,000.00 for the Central Park and Newman Park Playgrounds Project, with the requirement that the City fund 50% of the project.

As a party to this agreement, we will receive \$40,000.00 from DLG. As noted in the attached Interdepartmental Memorandum from Assistant City Manager William L. Newman, Jr., an additional \$10,000.00 has been donated by Henderson Leadership Initiative members, who presented the project last year for the Commissioners' approval.

Your approval of the attached resolution is requested.

c: William L. Newman, Jr.

Interdepartmental Memorandum

May 4, 2016

TO: Russell R. Sights, City Manager

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

SUBJECT: Land & Water Grant - Central/Newman Park Playground Accessible Structure

Enclosed is the Memorandum of Agreement for the above-referenced project. Dawn Kelsey and I have reviewed the document. However, under Section 3 entitled Mutuality of Obligation, please note that in paragraph B it provides the remedy for when the "Local Agency" (a/k/a City of Henderson) breaches the Agreement, but there is no remedy contained in the provision if the Department of Local Government should breach the contract.

We discussed the probability of a breach of contract by DLG, but they are the funding source through the Federal Land & Water Grant, thus the risk is minimal. It should be noted that the City has previous agreements with DLG that contain similar language. It is recommended that the Commission approve entering into this Agreement.

Funding sources for this grant are the \$40,000 from Land & Water (DLG), City of Henderson \$50,000, and \$10,000 donation by the group of Henderson Leadership Initiative members, who presented the project last year for the Commissioner's approval.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING MAYOR TO EXECUTE
MEMORANDUM OF AGREEMENT WITH THE KENTUCKY
DEPARTMENT OF LOCAL GOVERNMENT (DLG) FOR
CENTRAL PARK AND NEWMAN PARK PLAYGROUNDS
PROJECT

WHEREAS, the City submitted an application to the Kentucky Department of Local Government for the Central Park and Newman Park Playgrounds Project in the amount of \$80,000.00; and

WHEREAS, the Kentucky Department of Local Government has approved the application with the requirement that the City fund 50% of the project, and has submitted a Memorandum of Agreement to be executed between it and the City of Henderson, a copy of which Agreement is attached hereto as Exhibit 1; and

WHEREAS, the City Manager recommends that the City enter into the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is hereby approved, and the Mayor is authorized to execute the aforesaid Memorandum of Agreement with the Kentucky Development of Local Government on behalf of the City for the Central Park and Newman Park Playgrounds Project.

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

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

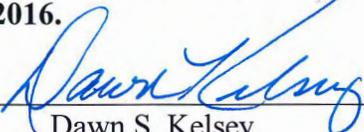
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 5 DAY OF
MAY, 2016.**

By: 
Dawn S. Kelsey
City Attorney

MEMORANDUM OF AGREEMENT

between the

**COMMONWEALTH OF KENTUCKY
OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT**

and

CITY OF HENDERSON

THIS MEMORANDUM OF AGREEMENT (hereinafter “the agreement”), by and between the Commonwealth of Kentucky, Office of the Governor, Department for Local Government (hereinafter “DLG”), with address at 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601 and City of Henderson, Kentucky, with address of City of Henderson, PO Box 716, Henderson, Kentucky 42419, (hereinafter “the Local Agency”) is made and entered into as of the date last executed by the parties thereto as evidenced by the dates written below.

WHEREAS, the National Park Service of the United States Department of the Interior (hereinafter “the NPS”) has, pursuant to the Federal Land and Water Conservation Fund Act, P.L. 88-578, and codified as 16 USCA 4601-4 et seq., as amended, made available to the DLG funds for planning, acquisition, and development of public outdoor recreation facilities within the Commonwealth of Kentucky; and

WHEREAS, the above cited public law provides for the disbursement of funds made available thereunder on a matching basis to local agencies for the acquisition and development of outdoor recreation facilities approved by DLG and the NPS; and

WHEREAS, the Local Agency has filed all its information required by P.L. 88-578 and the NPS Federal Land and Water Conservation Fund Grant-In-Aid Manual, December 1973, as amended, (hereinafter “the Manual”) in the Local Agency’s application for financial assistance for the Central Park and Newman Park Playground (hereinafter “the Project”); and

WHEREAS, the Local Agency’s application for assistance for the Project has been approved by DLG and NPS; and

WHEREAS, the federal government is providing fifty percent (50%) of the cost of the Project to DLG to administer, as set out in 16 USCA 4601-8; and

WHEREAS, the Local Agency has agreed to provide the remaining fifty percent (50%) of the Project cost and to complete the Project in accordance with the terms and conditions enumerated herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, DLG and the Local Agency each agree as follows:

1 - OBLIGATIONS OF DLG

DLG covenants and agrees, conditioned upon the timely performance by the Local Agency of its obligations herein, to undertake the following obligations:

- A. DLG shall, subject to the availability of appropriate federal funds, reimburse the Local Agency for fifty percent (50%) of the actual expenditures incurred by the Local Agency in connection with completion of the Project in accordance with the Scope of Work and Budget attached hereto as Attachment A and incorporated herein as part of this agreement. Reimbursement by DLG shall not exceed (\$40,300.00) regardless of the total expenditures incurred by the Local Agency. Reimbursement payments shall be made upon the submission of draw requests by the Local Agency in the form prescribed by DLG.

Payments pursuant to this agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the secretary.

- B. DLG, or the NPS, may, but is not required to, make periodic inspections of the Project and may send inspection reports to the Local Agency. Deficiencies identified in an inspection report shall be corrected by the Local Agency and correction of those deficiencies shall be reported in writing to DLG within two weeks of receipt of the inspection report.
- C. DLG or the NPS may, but are not required to, audit or review all documentation and records of the Local Agency relating to this project pursuant to the provisions of KRS 45A.150.
- D. DLG shall cooperate fully with the Local Agency in order to facilitate the obligations set out in this memorandum.
- E. DLG shall close out the Project upon satisfactory completion of the Project by the Local Agency in accordance with the terms and conditions of this agreement and submission of an acceptable project completion report in the form prescribed by the Department.

2 - OBLIGATIONS OF THE LOCAL AGENCY

The Local Agency covenants and agrees to undertake the following obligations:

- A. The Local Agency shall perform and cause to be performed all necessary acts to plan, design, and complete the Project in accordance with the Scope of Work and Budget attached hereto as Attachment A which is hereby incorporated herein and made a part of this agreement. The Project shall be completed by **June 30, 2019**.

- B. The Local Agency shall submit copies of the land acquisition documents, all development plans and specifications, bid advertisements, bid tabulations, contracts, and other related project documents to DLG upon their execution.
- C. The Local Agency shall execute and record in the public property records of the county clerk's office a limitation of use notice, deed of restriction, or other appropriate document dedicating the property in perpetuity to public outdoor recreation in accordance with the Conditions set forth below. The document shall identify the property by the project boundary map submitted with the application to the Department. The document and the County Clerk's filing certification shall be submitted to DLG along with the Local Agency's first request for reimbursement under this agreement.

Upon Project completion, the Local Agency shall operate and maintain the Project under the following Conditions:

- Facilities shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
 - Facilities shall be kept reasonably safe for public use.
 - Facilities shall be kept open for public use at reasonable hours and times of the year for **perpetuity**.
 - Facilities shall be kept open for all persons regardless of race, color, sex, national origin, or disability.
- C. The Local Agency shall bury, screen, or relocate all existing overhead utility lines that are located within the Project boundary unless this requirement is waived by NPS. All new utility service in the Project area shall be placed underground. No easements for utility service that is provided as a part of the Project or subsequent to termination of the Project shall be granted without NPS approval.
- D. The Local Agency shall erect and maintain, in perpetuity, a sign on the Project site acknowledging that the Project was completed with LWCF financial assistance.
- E. The Local Agency shall obtain all necessary permits, licenses, and approvals required for completion of the Project from the appropriate governmental entities.
- F. The Local Agency shall comply with, and require all contractors employed by it in connection with the Project to comply with, all applicable federal and state statutes, executive orders, regulatory requirements, and policies, including, but not limited to, 5 USC § 1501 *et seq.*, 32 USC § 1352, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Drug-Free Workplace Act of 1988., and Executive Orders 11246, 12432, and 12549.

The Grantee hereby agrees to adopt the provisions of DLG's Implementation Plan for Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.* (nondiscrimination in use of federal funds), a copy of which is available upon request. In lieu of this requirement, the

Grantee may adopt its own Title VI Implementation Plan, provided that the Grantee attaches hereto a copy of its Title VI Implementation Plan and any applicable annual updates.

- G. The Local Agency shall submit quarterly progress reports to DLG, as prescribed by DLG, until the Project is closed out by DLG. The reports shall be submitted by the 15th day of the month following the last day of each calendar quarter (i.e., January 15th, April 15th, July 15th, and October 15th). The reports shall list, at a minimum, the line items in the cost estimate and the percent of completion as well as any indication of problems or time delays.
- H. The Local Agency shall submit a project completion report to the DLG within ninety (90) days of completion of the Project. The project completion report shall be in the form prescribed by DLG and shall include, but not necessarily be limited to, the following: (1) an as-built or as-acquired site plan that indicates the legal boundaries of the project area; (2) a list of facilities developed and/or acres acquired; and (3) a final billing request.
- I. The Local Agency agrees that it shall, in **perpetuity**, operate and maintain, or cause to be operated and maintained, the facilities acquired or developed pursuant to this agreement in the manner and according to the standards set forth in the Manual, which standards are incorporated herein and made a part of this agreement by reference, and that it shall not at any time, without prior written approval of the Department, NPS and Secretary of the Interior, convert said facilities to other than public outdoor recreation uses as specified in this Agreement and the project application.
- J. The Local Agency shall be responsible for the expenditure of funds in accordance with all applicable laws. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this agreement shall be deemed a default of this agreement by the Local Agency.
- L. The Local Agency shall repay DLG all funds that are not spent in accordance with this agreement and appropriate laws in connection with the completion of the Project.
- M. The Local Agency shall cooperate fully with DLG and provide any documentation requested by DLG in order to facilitate the obligations set out in this agreement.
- N. The Local Agency shall retain all records relating to the Project until the records are audited by DLG, or for three years after the Project has been closed out by DLG, whichever occurs first.

3 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this agreement is necessary. The failure of any party to fulfill its obligations under this agreement or the failure of any event to occur by a date established by this agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written agreement of the parties.

- B. In the event of default by the Local Agency, including the failure to meet any time deadlines set out in this memorandum, DLG may declare this agreement void from the beginning without further obligation to the Local Agency and may commence appropriate legal or equitable action to enforce its rights under this agreement including action for recovery of funds expended hereunder.
- C. Except as may otherwise be provided herein, the parties to this agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

4 - MISCELLANEOUS PROVISIONS

- A. This agreement may be signed by each party upon a separate copy, and in such case one counterpart of this agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.
- C. The terms and conditions of this agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.
- D. This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Time is of the essence in the performance of each of the terms and conditions of this agreement.
- F. The parties agree that any suit, action, or proceeding with respect to this agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.
- G. The Commonwealth of Kentucky reserves the right, at its sole discretion, to alter the funding source of this agreement to the extent allowed by law.

H. All notices, requests, demands, waivers, and other communications given as provided in this agreement shall be in writing, and shall be addressed as follows:

If to the Department: Department for Local Government
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
ATTENTION: Jodie Williams

If to the Local Agency: City of Henderson
PO Box 716
Henderson, Kentucky 42419
ATTENTION: Mayor Steve Austin

5 - MOA STANDARD TERMS AND CONDITIONS

Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review.

Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700. **This Agreement shall continue in effect through June 30, 2019, unless terminated at an earlier date in accordance with the terms set forth herein.**

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase

order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the DLG and the Local Agency have executed this memorandum as of the dates written below.

CITY OF HENDERSON

COMMONWEALTH OF KENTUCKY

DATE: _____

DATE: _____

Steve Austin, Mayor
City of Henderson

Sandra K. Dunahoo, Commissioner
Department for Local Government

Examined as to form and legality only:

Examined as to form and legality only:

Counsel for City of Henderson

Counsel for DLG

**ATTACHMENT A
SCOPE OF WORK
BUDGET**

CENTRAL PARK AND NEWMAN PARK PLAYGROUND

SCOPE: Purchase and install playground in the Central and Newman Parks.

BUDGET:

Newman Park Playground	\$49,999.84
Central Park Playground	\$48,834.55
Total Costs	\$98,834.39

FUNDING:

LWCF Grant	\$ 40,300.00
Local Match	\$ 58,534.39
Total Funds	\$ 98,834.39

City Commission Memorandum
16-100

May 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Municipal Order Awarding Bid for Purchase of Computer Storage Area Network (SAN), Hardware, VM Software and VEEAM Backup Software for the IT Department to Pinnacle Computer Services, Inc. of Evansville, IN

The accompanying municipal order authorizes the award of a bid to Pinnacle Computer Services, Inc., Evansville, Indiana for the amount of \$118,755.00. Server virtualization and the implementation of a Storage Area Network (SAN) will facilitate the move away from hardware dependency as well as increase the size of the City's available storage.

Bid packages were sent to six vendors, with three bids received. The bid of \$118,755.00 fully complies with the bid specifications and award is recommended accordingly. Although another bid was lower, it was determined that it did not meet specifications, as detailed in the attached memorandum.

Sufficient funds are available for this purchase. Mr. Greg Nunn, IT Director, will be in attendance to answer any questions you may have. Your approval of the attached municipal order is requested.

c: Greg Nunn
Paul Titzer

IT DEPARTMENT MEMORANDUM
16 - 20

May 4, 2016

TO: Russell Sights, City Manager
FROM: Greg Nunn, Information Technology Director
SUBJECT: Bid 16-08 SAN and Virtualization

Background:

- The age and state of several of our main servers has led to a need to move away from hardware dependency. As these servers get older it gets increasingly harder to find replacements for failed hardware.
- Server virtualization and the implementation of a Storage Area Network (SAN) will facilitate the move away from hardware dependency as well as increase the size of our available storage.
- The City recently went without its main file server (NAS1) for several weeks in the month of August, 2015.

Server Virtualization

Server virtualization can be viewed as part of an overall virtualization trend in enterprise IT that includes storage virtualization, network virtualization, and workload management. This trend is one component in the development of autonomic computing, in which the server environment will be able to manage itself based on perceived activity. Server virtualization can be used to eliminate server sprawl, to make more efficient use of server resources, to improve server availability, to assist in disaster recovery, testing and development, and to centralize server administration.

Server consolidation is the most compelling benefit of virtual machines (VMs). A typical non-virtualized application server may reach just 5% to 10% utilization. But correctly sized "Host Servers" that host multiple VMs can easily reach 50% to 80% utilization. The net result is that more VMs can be hosted on **fewer physical servers**, translating into **lower costs for hardware acquisition, maintenance, energy and cooling system usage**.

Current Server Environment

The City's data center currently consists of 10 Windows Server 2008 R2 servers and one Windows Server 2012 server in a mix of tower and rack mount form factors in a Windows 2008 active directory environment. Total usable disk space across all servers is approximately 13.5 TB (1 Terabyte = 1 billion bytes). We are currently using 6.5 TB including the operating

systems. Application servers include SQL Server 2008 and Exchange Server 2010 Enterprise and Standard. Backup procedure uses a DELL Appassure backup appliance.

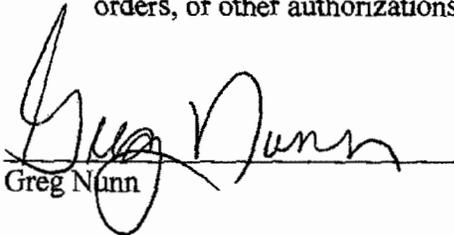
Based on the age and state of several of our main servers and the recent loss of access to essential files, Staff recommends that the City move away from hardware dependency. We will accomplish this by purchasing:

- a SAN that supports Fibre Channel, iSCSI and SAS on the same platform.
- VMware software for virtualization.
- 2 new "Host servers".
- Veeam Backup Software.

Note: Fibre Channel and iSCSI are technologies used to access storage by different, redundant means. SAS refers to Serial-attached SCSI, which allows for faster throughput to the hard drives themselves.

Bid, Recommendations & Approvals:

- (3) Three bids were received (Bid Tabulation Sheet attached). Keller Schroeder's bid was the lowest at \$92,106.00, Pinnacle Computer Services bid was the next lowest at \$118,755.00 and Pomeroy IT Solutions' bid was the highest at \$169,932.00.
- While Keller-Schroeder's bid was the lowest, it was determined that it did not meet specifications.
 1. The proposed system did not meet the specified fail-over requirements. The specifications stated that "The SAN must support 4 and 8 GB Fibre Channel and 1 and 10 GigE and FCoE connectivity on the same platform." The proposed system offered only iSCSI to iSCSI fail-over.
 2. The proposed system did not meet the storage requirements. 25.2 TBs of total storage were offered by the bidder, where the specifications called for 36.8 TBs of usable storage.
 3. The proposed system was not "a SAS Clustered SAN based on Dell/Compellent SC8000 storage devices or the equivalent." The proposed system is comparable, but not equivalent. The proposed system uses external data paths where a Dell/Compellent equivalent would use internal data paths.
- Staff recommends that the Henderson City Board of Commissioners approve the purchase of the Virtualization and SAN Hardware, Software, and first year support with a total purchase order not to exceed \$118,755.00, from Pinnacle Computer Services. This approval also authorizes the City Manager to initiate all work necessary to complete this project within the approved budget, including issuance of any purchase orders, change orders, or other authorizations required to complete the work without unnecessary delays.


Greg Nunn

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

BID REFERENCE NO.: 16-08
 DATE BID OPENED: 05/03/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

PINNACLE COMPUTER
 SERVICES INC
 EVANSVILLE, IN

POMEROY IT SOLUTIONS
 LOUISVILLE, KY

KELLER SCHROEDER
 EVANSVILLE, IN
 *DOES NOT MEET
 SPECIFICATIONS

	Storage area network (SAN)	\$ 77,838.00	\$ 127,205.00	\$ 30,388.00			
	Servers:	\$ 15,970.00	\$ 13,640.00	\$ 21,240.00			
	Hardware:						
	(1) Brocade 320 Fibre Channel Switch w/ 8 Active Ports	\$ 3,336.00	\$ 3,232.00	\$ 7,152.00			
	(1) NBD Parts and Support BR-300 - 3 years	\$ 1,375.00		\$ 5,904.00			
	(3) PCIE 8 GB Fiber Channel HBA Cards	\$ 2,790.00	\$ 3,795.00	\$ 600.00			
	(3) Fiber Channel Cables	\$ 344.00	\$ 50.00	\$ 2,154.00			
	(1) Fixed Rack Mount Kit for Brocade 320	\$ 115.00		\$ 5,032.00			
	VM Software						
	Vmware Essentials Plus: Latest Release	\$ 4,494.00	\$ 4,100.00	\$ 4,271.00			
	Vmware Essentials Plus Basic Subscription	\$ 1,123.00	\$ 910.00	\$ 2,443.00			
	Veeam Backup Software	\$ 3,540.00	\$ 5,000.00	\$ 4,162.00			
	Installation and Start-up	\$ 7,830.00	\$ 12,000.00	\$ 8,760.00			
	TOTAL	\$ 118,755.00	\$ 169,932.00	\$ 92,106.00			

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

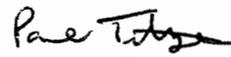
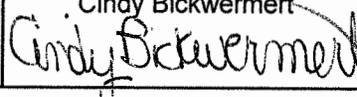
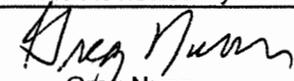
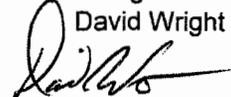
BID REFERENCE NO.: 16-08
 DATE BID OPENED: 05/03/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

PINNACLE COMPUTER
 SERVICES INC
 EVANSVILLE, IN

POMEROY IT SOLUTIONS
 LOUISVILLE, KY

KELLER SCHROEDER
 EVANSVILLE, IN
 *DOES NOT MEET
 SPECIFICATIONS

Support:				
First year			\$ 5,597.00	
Second year	\$ 10,273.00		\$ 5,597.00	
Third year	\$ 10,273.00		\$ 5,597.00	
Fourth year	\$ 10,273.00		\$ 5,597.00	
Fifth year	\$ 10,273.00		\$ 5,597.00	
TOTAL	\$ 41,092.00		\$ 27,985.00	
Unit cost per 40-hour block of support/not in total bid price	\$3,850.00	\$6,000.00	\$5,840.00	

Other Bidders Contacted	Bids Opened & Recorded By:	Bids Reviewed By:
Cornerstone Informaton Systems, Inc.; SEI Services; tsharp@teklinks.com	 Paul Titzer Cindy Bickwermert 	 Greg Nunn David Wright 

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-08

SPECIAL CONDITIONS

The City of Henderson is interested in receiving sealed bids for Virtualization and SAN services and equipment as described in the "Technical Specifications" section of this Invitation to Bid.

Bidder shall submit with bid, a copy of any proposed service contract or agreement.

Each unit price for each item that is bid must include freight for that item. Freight shall be arranged for and paid for by Bidder and items shall be delivered FOB the City of Henderson. Bids must not be submitted with separate line items for freight.

Electronic bids will not be accepted.

Bid prices shall remain good for ninety (90) days after bid opening.

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 coverages 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

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.

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.

SPECIAL CONDITIONS

Page 2

A City of Henderson Occupational License will be required before any of the work or services are performed on site.

Questions regarding the bid specifications should be directed to Greg Nunn, Information Technology Director, at 270-831-1200.

Any questions about the City's bid procedures shall be directed to Paul Titzer, Assistant Finance Director, at 270-831-1290, ext. 2220.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-08

TECHNICAL SPECIFICATIONS

Background and General Requirements

The City of Henderson KY (City) is seeking proposals from qualified manufacturer authorized vendors to provide a data center virtualization solution based on VMware Essentials Plus: Latest Release including:

- Storage area network
- Hardware
- Software
- Installation / Start-up / and Professional Services

The City's data center currently consists of 10 Windows Server 2008 R2 servers and one Windows Server 2012 server in a mix of tower and rack mount form factors in a Windows 2008 active directory environment. Total usable disk space across all servers is approximately 13.5 TB. We are currently using 6.5 TB including the operating systems. Application servers include SQL Server 2008 and Exchange Server 2010 Enterprise and Standard. Backup procedure uses a DELL Appassure backup appliance.

Overall Goals

1. Replace aging systems that are out of warranty and could potentially fail.
2. Bring key business applications and server OS's up to current release.
3. Use Virtualization technology to increase redundancy, reduce hardware costs and to provide disaster recovery.
4. Utilize new hardware to maximum capacity through virtualization.
5. Utilize any existing hardware to bring down cost of project.
6. Adding more file storage capacity with 36.8TB usable space available.
7. Simplify backup procedures.

Required for SAN

Technology Platform / Architecture

- Vendors shall provide a SAS Clustered SAN based on Dell/Compellent SC8000 storage devices or the equivalent.
- The SAN must support any Open Systems server interface, operating system, or drive technology, running in a combined simultaneous environment, or an exclusive environment.
- Individual hardware components must be fully redundant and hot-swappable to ensure maximum data availability. This includes storage controllers, disk drives, power supplies, fans and power cords.

TECHNICAL SPECIFICATIONS

Page 2

- Servers must be allowed to boot from Flash (Dual SD cards), eliminating the need for internal storage in individual servers.
- The SAN must allow multiple LUN 0s to be assigned in order to boot multiple servers without additional or agent software requirements for servers.
- SAN must automatically reclaim available space in a Windows application.
- The SAN must allow RAID levels to be changed on a volume by volume basis on the fly without taking down the server to which the volume is attached.
- The SAN must support a volume of data larger than 2TB.
- The SAN must allow any LUN provided to a system configured with multiple types of server connectivity (fiber channel or iSCSI or FCoE) and must be capable of mapping volumes from one connectivity type to the other without changing or copying the data.
- Every volume of data must be presented to the SAN without special consideration for the data path, and data volumes must be able to be moved between different data paths.
- The SAN must support 4 and 8 GB Fibre Channel and 1 and 10gE iSCSI and FCoE connectivity on the same platform.
- The SAN must support different drive types within the same platform (SSD, SAS, FC) and be able to mix-n-match those various drive types with older and newer speeds and interfaces all working and supported at the same time
- The SAN must support synchronous, asynchronous replication. Further, the replication must be bi-directional to support multiple replication options.
- The SAN must support remote replication to multiple locations without third-party hardware and/or software.
- The SAN must be able to scale from as little as 6 drives to as many as 1024 without any fork-lift upgrades or migrations or generation/family upgrades or swaps
- The SAN must allow remote and local sites to be of different hardware/software configurations, if replication is needed.
- The SAN must include server connectivity, controllers, disk drives and all pertinent control systems required to make the system operational.

Management

- Entire system must be manageable from a web-based single, secure interface without requirements for a separate management device or server.
- Entry-level system must have same management platform as the manufacturer's largest system in order to allow system expansion without learning curves in the future.
- Management system must include comprehensive online and remote monitoring abilities without third party hardware or software.
- At-a-glance, comparable views of current aggregate capacity statistics and overall storage resource objects for all Storage Center systems.
- Display overall and detailed views of current and historical capacity utilization and storage resource objects for a specific Storage Center system.

TECHNICAL SPECIFICATIONS

Page 3

- Display current and historical allocation of disk storage by tier of storage and RAID level
- Display current and historical consumption of storage specific to volumes or servers Performance.
- The SAN must include an Internet-enabled call-home device to send alerts and status to the manufacturer without the requirement of a modem or other device.

Capacity and Disk

- The SAN must be online expandable without affecting system performance and data availability to users. Expansion must be within the same platform.
- The SAN must allow migration of data between RAID levels and/or drive technology with no server down-time.

Server Connectivity

- The SAN must be online expandable to add server connectivity without affecting system performance and data availability to users.
- The SAN must support both fibre channel and iSCSI (IP) server connectivity within a single storage system.

Controllers

- The SAN must allow online expansion of controllers without affecting system performance and data availability to users.
- The SAN must allow for software licenses to be migrated to a different model controller or system.
- Multiple storage controllers must be able to provide load balancing and failover functions to provide zero storage system down-time. Controller failover must not require dual HBA connectivity.
- A multiple storage controller configuration must not have a single point of failure between controllers, or within each controller. Cannot share a common backplane.
- A single controller configuration must require the storage configuration to reside in at least two separate locations for controller recovery.

Snapshots

- The SAN must be able to capture any number of point-in-time copies of data. These blocks of data must not occupy additional disk space, and must be able to be assigned to other systems.
- The SAN must be capable of replicating data to a remote storage device to enable mirroring of production data.
- The SAN must support synchronous, asynchronous replication. Further, the replication must be bi-directional to support multiple replication options.
- The SAN must support remote replication to multiple locations without third-party hardware and/or software.
- The SAN must allow remote and local sites to be of different hardware/software configurations.

TECHNICAL SPECIFICATIONS

Page 4

Replication

- The SAN must be capable of replicating data to a remote storage device to enable mirroring of production data.
- The SAN must support synchronous, asynchronous replication. Further, the replication must be bi-directional to support multiple replication options.
- The SAN must support remote replication to multiple locations without third-party hardware and/or software.
- The SAN must allow remote and local sites to be of different hardware/software configurations.

Information Life Cycle Management

- The SAN must be able to provide automatic classification of data with no third party products.
- Data must be automatically moved in a Bi-Directional manner.
- Software must be able to be managed within a single pane of glass.
- Data must be moved at the block level - and very granular - blocks cannot be larger than 2MB in size.
- The SAN must place less frequently accessed data on the inner tracks of the drives.
- The SAN must place more frequently access data on the fastest or outer tracks of each drive, furthermore that space should be reserved for only frequently accessed data blocks.

Software

- Must be most current version

Installation and Start-up Services

Project Management:

Awarded vendor shall provide an assigned Project Manager who will be the City's contact for all phases of this project from beginning through completion of set-up. This person shall be authorized to deal with all aspects of the bid including the purchase of hardware, software, licensing, installation, and start-up. Should the Project Manager be un-available during the installation and start-up, the City should be notified and given an alternate Project Manager.

Installation:

Vendor shall provide, within 7 days of hardware/software arrival, an authorized technician to perform the installation, integration of existing software, and start-up. All costs, including travel, lodging, and food shall be included in the price quoted.

Support

- Vendor must offer 24x7x365 Hardware and Software support and also provide pricing information on these services in one year increments for (5) years. Service call center and technicians must be located in the United States.
- Vendor must have an “immediate” call back policy.
- Vendor must provide phone-home capability, which will notify customer of problems.
- Vendor must also provide pricing on block time of 40 hours for continued support after initial installation.

SAN Hardware & Drives

- (2) SC8000, 16GB Memory, Model # CT-SC8000-16GB
- (2) Compellent SC8000 Controller, Model # CT-SC8000-BASE
- (7) 960GB, SAS 12Gb, SSD, Mainstream RI, 2.5, Model # DS-SAS-25-960SSDRI-M-D
- (11) 4TB, SAS, 6Gb, 7K HDD, Model # DS-SAS6-35-4000X7K-D
- (17) Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2.5", Model # EN-BLNK-SAS6-25-D
- (1) Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 3.5", Model # EN-BLNK-SAS6-35-D
- (1) Compellent SC200 Enclosure, 3.5" 12-Bay, Model # EN-SC200-1235
- (1) Compellent SC220 Enclosure, 2.5" 24-Bay, Model # EN-SC220-2425
- (2) IO, 8Gb FC, 2Port, PCI-E, low-profile, Model # IO-F8X2S-E-LP-D
- (2) IO, 1Gb iSCSI, 2Port, PCI-E, low-profile, Model # IO-I1X2S-E-LP-D
- (2) IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), Model # IO-SAS6X4S-E2-LP-D
- (2) 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 Model # PA-CBL-SAS-.6M-D
- (4) C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty 2 Model # PA-PC-2M-D
- (2) Ready Rails II Static Rails for 4-post Racks, Model # PA-RK-RR2-D

SAN Software

- (1) Storage Center SW Bundle, Base License, Model # SW-CORE-BASE
- (1) SW, Data Progression Base License, Model # SW-DAPR-BASE

SAN Professional Services

- Vendor should have a minimum of three Dell Certified SC Series Storage Professional Deployment personnel on staff.
- Vendor must be able to provide 4-hour on-site response by Dell Certified SC Series Storage Professionals.
- Vendor will be responsible for Zoning the Fibre Channel Switch.
- Vendor will be responsible for configuring virtual ports on the controller.
- Vendor will be responsible for creating the necessary VLANs on existing Juniper Networks switch for management, storage, Vmotion and data.

TECHNICAL SPECIFICATIONS

Page 6

Required Extra Hardware for SAN

- Brocade 320 Fibre Channel Switch with 8 Ports Active
- NBD Parts Support BR-300 - 3 Years
- Fixed Rack Mount Kit for Brocade 320
- (3) Server Interface 8 GB Fiber HBA, Dual Port, PCI-E Cards
- (8) Fiber Patch Cables

Required for Virtualization

Vendor shall provide all necessary VMware software components (most current version) with all licensing to run on (1) management server and (2) hosts:

- VMware Essentials Plus for 3 hosts
- VMware Essentials Plus Basic Subscription

Vendor price for setup shall include sufficient professional services to completely establish the virtual environment.

Required for Backup/Disaster Recovery

- (3) Veeam Backup Essentials Enterprise Edition - License - 2 CPU Socket

Preferred Host Configuration (Specs are for a single R630 and should be doubled for the necessary two hosts)

- PowerEdge R630 Server (210-ACXS) Qty = 1
- PowerEdge R630 Motherboard (329-BCIY) Qty = 1
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Year (976-7648) Qty = 1
- ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (976-7657) Qty = 1
- Dell Hardware Limited Warranty Plus On Site Service (976-7728) Qty = 1
- Thank you choosing Dell ProSupport. For tech support, visit <http://www.dell.com/support> or call 1-800- 945-335 (989-3439) Qty = 1
- On-Site Installation Declined (900-9997) Qty = 1
- US Order (332-1286) Qty = 1
- On-Site Installation Declined (900-9997) Qty = 1
- PowerEdge R630 Shipping- 8 Drive Chassis (340-AKPS) Qty = 1

- Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW) Qty = 1
- iDRAC8 Express, integrated Dell Remote Access Controller, Express (385-BBHN) Qty=1
- Chassis w/ up to 8, 2.5" Hard Drives, Software RAID, 3 PCIe Slots (321-BBKK) Qty=1
- Bezel up to 8 Drive Chassis (325-BBII) Qty = 1
- Performance BIOS Settings (384-BBBL) Qty = 1
- Diskless Configuration (No RAID, No Controller) (780-BBJB) Qty = 1
- No Controller (405-AACD) Qty = 1

TECHNICAL SPECIFICATIONS

Page 7

- Intel Xeon E5-2650 v3 2.3GHz,25M Cache,9.60GT/s QPI, Turbo, HT,10C/20T (105W) Max Mem 2133MHz (338-BFFF) Qty = 1
- Upgrade to Two Intel Xeon E5-2650 v3 2.3GHz,25M Cache,9.60GT/s QPI, Turbo, HT,10C/20T (105W) (374-BBGM) Qty = 1
- 32GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABVW) Qty = 6
- 2133MT/s RDIMMs (370-ABUF) Qty = 1
- Performance Optimized (370-AAIP) Qty = 1
- No Hard Drive (400-ABHL) Qty = 1
- Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630 (343-BBDK) Qty = 1
- DVD+/-RW SATA Internal (429-AAQL) Qty = 1
- ReadyRails Sliding Rails with Cable Management Arm (770-BBBL) Qty = 1
- Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS) Qty = 1
- NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV) Qty = 2
- No Operating System, No Utility Partition (611-BBBG) Qty = 1
- No Media Required (421-5736) Qty = 1
- DIMM Blanks for System with 2 Processors (370-ABWE) Qty = 1
- 120W Heatsink for PowerEdge R630 (412-AAEE) Qty = 1

- End of Section -

MUNICIPAL ORDER. _____

MUNICIPAL ORDER AWARDING BID FOR PURCHASE OF COMPUTER STORAGE AREA NETWORK (SAN), HARDWARE, VM SOFTWARE AND VEEAM BACKUP SOFTWARE FOR THE IT DEPARTMENT TO PINNACLE COMPUTER SERVICES, INC. OF EVANSVILLE, IN

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of Storage area network (SAN), Hardware, VM Software and VEEAM Backup software for the IT department; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on May 3, 2016, with Pinnacle Computer Services, Inc. of Evansville, IN, submitting the best bid in the amount of \$118,755.00, 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 Pinnacle Computer Services, Inc., 640 S. Hebron, Avenue, Evansville, IN 47714, for the purchase of Storage Area Network (SAN), Hardware, VM Software and VEEAM Backup Software in strict accordance with its bid as submitted pursuant to Bid Reference 16-08. The Mayor is authorized to execute this agreement on behalf of the City, and the City Manager is authorized to approve any change orders within the adopted budget.

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

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

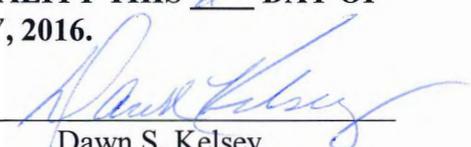
INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of May, 2016.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 4 DAY OF MAY, 2016.

By: 

Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-102

May 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Assignment of Henderson Recycling Alliance Contract to
City of Henderson

The accompanying municipal order accepts an assignment of the contract between Henderson Recycling Alliance and Advanced Disposal Services Solid Waste Midwest, LLC for collection and management of residential recyclables dated July 12, 2013 contingent upon the approval of Tri-County Recycling Alliance to allow recyclables to be taken to an alternate location.

This contract is for the curbside collection and management of residential solid waste that is recyclable for Henderson County residents. At its upcoming meeting on May 10, 2016, it is expected that Henderson Recycling Alliance will desire and vote to assign its rights and responsibilities under the July 12, 2013 curbside recycling contract with Advanced Disposal to the City of Henderson. Advanced Disposal is in agreement with the assignment of the contract.

Your approval of the attached municipal order is requested.

c: Henderson County Fiscal Court
Dawn Kelsey

LEGAL DEPARTMENT

MEMORANDUM 16-03

To: Russell Sights, City Manager
Buzzy Newman, Asst. City Manager

From: Dawn S. Kelsey, City Attorney

Dated: May 6, 2016

Subject: Assignment of the Henderson Recycling curbside recycling contract

At the last meeting of the Henderson Recycling Alliance Board, the Board discussed that the impending idling of the Regional Recycling Center necessitated the assignment of the Curbside Recycling Agreement to the City of Henderson. To that end, the Assistant City Manager, the Mayor, and I worked with Advanced Disposal Services Solid Waste Midwest, LLC to make necessary modifications to the contract so that the City of Henderson can accept the assignment of the Agreement. The Assignment is actually in redline form so that the modification to the Agreement are clear.

The most important modification was altering the drop off location of the recyclable materials. Currently, under the Tri-County Recycling Alliance, Inc. Interlocal Agreement, the City is required to take all of its collected recyclable to the Regional Recycling Center, so Advanced Disposal currently takes the curbside recycling to the Regional Recycling Center. However, since the Regional Recycling Center is being idled, the City had to find an alternative center to receive and process the curbside recycling. Tristate Resource Recovery, Inc., 1511 Harriett Street, Evansville, Indiana, has agreed to receive and process the curbside recycling for \$70/per ton (as weighed by Advanced on their scales). The Assistant City Manager attempted to get quotes from three (3) vendors for this service, but he was unable to find any other vendors willing to give quotes. The Municipal Order accepting the Assignment makes the acceptance contingent upon receiving permission from Tri-County Recycling to take the curbside recycling to another facility.

Under the current Curbside Recycling Agreement between Advanced Disposal and Henderson Recycling, Advanced Disposal picks up curbside recycling from nine (9) neighborhoods in Henderson County at a cost of \$370.53/month. The County Judge Executive requested that the Assignment include the continuation of curbside recycling in these neighborhoods with the County reimbursing the City for the cost of pick up and processing under the current City-County Solid Waste Management Agreement. Consequently, the County curbside recycling remains in this Assignment.

The current term of this Agreement expires September 30, 2016. However, it automatically renews for another year term if the City does not give non-renewal notice sixty (60) days prior to the termination date.

The Assignment of the Agreement requires formal action by the Henderson Recycling Alliance Board. It is anticipated that the Henderson Recycling Board will take action on it at its May 10, 2016 Board meeting. If it fails to take action on it, then this Municipal Order will be removed from the Commission's Agenda. The City of Henderson and Advanced Disposal have discussed that the Assignment will take effect as of June 1, 2016 contingent that Tri-County Recycling on Henderson Recycling approval.

cc: Mayor Steve Austin

MUNICIPAL ORDER _____

MUNICIPAL ORDER ACCEPTING THE ASSIGNMENT OF THE CONTRACT BETWEEN HENDERSON RECYCLING ALLIANCE AND ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC FOR COLLECTION AND MANAGEMENT OF RESIDENTIAL RECYCLABLES DATED JULY 12, 2013 CONTINGENT UPON THE APPROVAL OF TRICOUNTY RECYCLING ALLIANCE TO ALLOW RECYCLABLES TO BE TAKEN TO AN ALTERNATIVE LOCATION, AND AUTHORIZING MAYOR TO EXECUTE THE ASSIGNMENT OF THE CONTRACT ON THE CITY'S BEHALF

WHEREAS, Henderson Recycling Alliance entered into a contract with Advanced Disposal Services Solid Waste Midwest, LLC (herein after referred to as "Advanced Disposal") for the curbside collection and management of residential solid waste that is recyclable for Henderson County residents (hereinafter referred to as the "curbside recycling contract"); and

WHEREAS, Henderson Recycling Alliance desires and voted on May ____, 2016 to assign its rights and responsibilities under the July 12, 2013 curbside recycling contract with Advanced Disposal to the City of Henderson; and

WHEREAS, Advanced Disposal is in agreement to the assignment of the curbside recycling agreement to the City of Henderson; and

WHEREAS, under the Tri-County Recycling Alliance, Inc. (hereinafter referred to as "Tri-County Recycling") Interlocal Agreement to which the City of Henderson and the County of Henderson are both parties, requires all parties to the Interlocal Agreement to bring their recyclables to the Regional Recycling Center in Henderson unless the Tri-County Recycling Alliance's Board of Directors gives permission otherwise;

WHEREAS, the City of Henderson desires to continue curbside recycling for residents of the City of Henderson and Henderson County, and to accept the assignment of the curbside recycling contract for the remainder of the term of the Agreement contingent upon approval of the Tri-County Recycling Board for the City to send its recyclables to an alternative location; and

WHEREAS, the Assignment will include curbside recycling for some subdivisions in the County of Henderson and Henderson County will reimburse the City of Henderson from its joint Solid Waste Management Agreement payments to the City; and

WHEREAS, the City Manager recommends the approval of this Assignment.

NOW, THEREFORE, BE IT ORDERED, that the attached assignment of the contract hereby marked Exhibit "1", between Henderson Recycling Alliance, c/o City of Henderson, 222 First Street, P.O. Box 716, Henderson, KY 42419-0716; Advanced Disposal Services Solid Waste Midwest, LLC, 4001 Park Central, Nicholasville, KY 40356; and the City of Henderson is hereby approved contingent upon Tri-County Recycling approving that the recyclables collected under the curbside recycling agreement be taken to a facility other than the Regional Recycling Center, and the Mayor is authorized to execute necessary documents on the City's behalf.

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

Commissioner Royster _____
Commissioner Mills _____
Commissioner Johnston _____

Commissioner Hite _____
Mayor Austin _____

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

ATTEST:

Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 6 DAY OF MAY, 2016.

By: _____



Dawn S. Kelsey
City Attorney

ASSIGNMENT OF
CONTRACT BETWEEN THE HENDERSON RECYCLING
ALLIANCE AND ADVANCED DISPOSAL SERVICES SOLID
WASTE MIDWEST, LLC FOR COLLECTION AND
MANAGEMENT OF RESIDENTIAL RECYCLABLES

A contract was previously made and entered into by the Henderson Recycling Alliance ("Henderson Recycling") and Advanced Disposal Services Solid Waste Midwest, LLC. (hereinafter referred to as the "Contractor" on 12th day of July 2013. That contract is attached hereto and marked as Exhibit A. Since that time, Henderson Recycling and Contractor desire to assign Henderson Recycling's contractual rights and obligations under the contract to the City of Henderson (hereinafter referred to as "Henderson"). The assignment of this contract will become effective as of June , 2016. All parties understand that the assignment of the contract will require some modifications to the July 12th, 2013 contract. As such, the modifications to the contract are below:

This contract is made and entered into this —12— day of July—, 2013, by and between ~~HENDERSON RECYCLING ALLIANCE~~, C/O ~~City of Henderson~~, Kentucky, ~~—222 First Street, P.O. Box 716, Henderson, Kentucky, 42419-0716,~~ (hereinafter referred to as ~~the~~ "~~HENDERSON RECYCLING~~") and ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC, a wholly owned subsidiary of Advanced Disposal Services, Inc., 4001 Park Central, Nicholasville, Kentucky 40356, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH

WHEREAS, ~~HENDERSON RECYCLING~~ has decided to provide for the collection and management of residential solid waste that is recyclable for Henderson County residents; and

WHEREAS, the CONTRACTOR has by public bid expressed its desire to provide the services requested by ~~HENDERSON RECYCLING~~, and

WHEREAS, the CONTRACTOR represents it has the necessary equipment, manpower, experience and ability to provide the services requested by ~~HENDERSON RECYCLING~~ for the management of residential solid waste that is recyclable under the terms and conditions of this contract;

NOW, THEREFORE, the parties hereto now enter into this Contract under the following covenants, terms, conditions and agreements:

ARTICLE I
DEFINITIONS

For the purpose of this Contract, the following definitions shall apply:

- **Residential Customer:** The term “residential customer” shall mean a structure or complex used exclusively for residential occupancy, except for housekeeping units located in commercial structures within the Central Business District. This includes all single-family structures and all multi-unit complexes with two or more single family housekeeping units; and apartment complexes and mobile home parks that receive residential garbage collection service from the City of Henderson as individual housekeeping units, rather than dumpsters for general disposal of the residents.
- **Residential Solid Waste that is Recyclable:** The term “residential solid waste that is recyclable” shall at a minimum include clear, brown, and green glass containers; all types of HDPE and PET plastic; newspapers; aluminum beverage cans; steel food cans; corrugated cardboard boxes; mixed household paper; magazines, catalogs, junk mail and telephone books.

ARTICLE II
SCOPE AND PURPOSE

The scope and purpose of this Contract is to (1) provide for the service of collection and management of solid waste that is recyclable, from residential customers within the corporate boundaries of the City of Henderson ~~and major subdivisions of Henderson County~~, of the sort and in amount and concentration such as is normally generated by residential customers.

ARTICLE III
STATUS AS INDEPENDENT CONTRACTOR

(a) The CONTRACTOR shall be considered an independent CONTRACTOR. The CONTRACTOR shall comply with reasonable requests of HENDERSON ~~RECYCLING~~ relative to the collection service. ~~HENDERSON-RECYCLING~~ shall not attempt or affect any unreasonable interference with method of operation of the CONTRACTOR.

(b) No personnel employed or utilized by Contractor shall acquire any rights or status as employees of ~~Henderson County~~, the City of Henderson, or ~~Henderson Recycling~~ or otherwise be deemed a governmental employee, nor shall they obtain any rights under the state Merit Employment System codified in KRS Chapter 18A, nor shall they be deemed employees or agents of the aforementioned for any purpose. Contractor shall be responsible in full for any payment due its employees, including workers compensation and related costs.

ARTICLE IV
COLLECTION AND CONTAINERS

(a) Curbside recycling collection service shall be rendered to each residential customer served on a bi-weekly basis commencing not later than the 1st day of October, 2013. Materials to be included as of the commencement date shall be as follows:

- Clear, brown, and green glass containers.
- All types of HDPE and PET.
- Newspaper
- Aluminum beverage cans.
- Steel food cans.
- Flattened corrugated cardboard boxes.
- Mixed household paper.
- Telephone books, catalogs and junk mail.

(b) Recycle containers provided by HENDERSON ~~RECYCLING~~ may range in size from 13 gallon totes up to ~~32-35-96~~ gallon rolling containers. The CONTRACTOR shall also accept and collect recyclable material set out in any reusable or disposable container provided the contents are clearly identifiable to the CONTRACTOR as materials suitable for recycling.

(c) The CONTRACTOR is prohibited from disposing of collected, non-contaminated solid waste that is recyclable.

(d) The CONTRACTOR has the right to refuse to collect solid waste materials that have not been specified under the contract or have been improperly placed for the collection. However, the CONTRACTOR must either oral inform or leave written documentation indicating the reason that the material was not collected. The CONTRACTOR shall immediately report the same to HENDERSON ~~RECYCLING~~ so that the two may resolve the dispute, if possible, before additional collection becomes necessary. It is the intent of HENDERSON ~~RECYCLING~~ to avoid disputes or disagreements between residents and the CONTRACTOR and to permit said disputes to be handled by mutual discussion between the CONTRACTOR and HENDERSON ~~RECYCLING~~.

(e) The CONTRACTOR shall be responsible for the transportation of recovered solid waste materials that are recyclable to the processing site, ~~Tri-County Recycling Alliance~~ Tri-State Resource Recovery facility located at ~~398 Sam Ball Way, Henderson, Kentucky~~ 1511 Harriet Street, Evansville, Indiana 4771042420, for separation and packaging.

(f) The CONTRACTOR agrees that it is willing to eliminate, expand or change the types of solid waste materials that will be accepted. Good faith negotiations will be undertaken when the types of solid waste materials that will be accepted are modified.

ARTICLE V
SERVICE HOURS, ROUTES AND OTHER

(a) The collection services shall be conducted between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. Approval, either written or oral, from HENDERSON RECYCLING-designated contact person who is the Henderson Public Works Director or his designee is required to collect on days and times other than as shown.

(b) The CONTRACTOR shall furnish HENDERSON RECYCLING with a schedule and map showing all routes to be covered by the CONTRACTOR and the days for collection for each route. Such schedule and map shall be furnished within two (2) weeks from the time the CONTRACTOR receives notice of award of contract and at least two (2) weeks prior to such time the CONTRACTOR elects to modify said schedule and routes.

(c) In the event the day of any collection falls on a legal holiday upon which the CONTRACTOR does not work collections for the holiday and following days of the week may be delayed no more than one day. Unless the following week contains a holiday, collections during the following week shall be made on the regular schedule. However, the CONTRACTOR shall remain responsible for the required minimum collection for all residences. The CONTRACTOR shall notify the media to inform the public in advance of any altered collection schedule as the result of holiday or other reason.

(d) In the event that the CONTRACTOR is unable to provide service because of a strike or an act of God, the CONTRACTOR shall promptly notify HENDERSON RECYCLING and HENDERSON RECYCLING shall have the right to continue service and is authorized to deduct the reasonable cost of making those collections from the compensation due the CONTRACTOR.

(e) In the event that the CONTRACTOR fails to provide regular service for causes other than strike or an act of God, the CONTRACTOR shall promptly notify HENDERSON RECYCLING and HENDERSON RECYCLING shall have the right to continue service until the CONTRACTOR is able to resume service or until the Contract between HENDERSON RECYCLING and the CONTRACTOR is terminated. HENDERSON RECYCLING shall deduct the reasonable cost of making those collections from the compensation due to the CONTRACTOR, or may contract with a third party.

(f) Upon commencement of service delivery, the CONTRACTOR shall establish a local or toll-free telephone number which shall be available to customers 24 hours per day, seven days per week for messages only. Actual customer service will only be available Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. The purpose of this telephone line shall be to answer customer's questions regarding any and all aspects of CONTRACTOR operations, to receive complaints, and to resolve problems with scheduling and collection. This number shall be clearly shown on all printed materials distributed to customers.

(g) The CONTRACTOR shall respond to all complaints received from the established telephone line, the City ~~or the County~~, within twenty-four (24) hours, excluding Saturday or Sunday. A penalty of \$10.00 will be assessed to the CONTRACTOR for failure to respond to legitimate service complaints within the period allotted. Exceptions may be made to extend the allotted time period under certain conditions, i.e. acts of God, severe weather conditions or other natural disasters.

ARTICLE VI SOURCE REDUCTION GOALS

HENDERSON ~~RECYCLING~~ may impose other requirements throughout the term of the contract to assist HENDERSON ~~RECYCLING~~ in meeting future local, state or federally mandated recycling, diversion and source reduction goals. Good faith negotiations will be required of the parties when any new mandates are imposed or existing mandates are modified which will require a change in the service.

ARTICLE VII REPORTS

(a) The CONTRACTOR shall be required to provide comprehensive and detailed monthly and annual reports regarding the service and other management information deemed necessary by HENDERSON ~~RECYCLING~~ to evaluate CONTRACTOR performance. These reports shall be provided within fifteen (15) days following the end of each month.

- *Reports* will include, but not be limited to: summaries of tonnage of all materials recovered by month and contract year-to-date; and residential participation rates in terms of weekly and monthly set-out counts with a description of the methods used to determine these rates.

(b) The reports shall be provided in an acceptable electronic format as well as in hard copy.

ARTICLE VIII INSURANCE

(a) The CONTRACTOR and any sub-contractor shall maintain in full force and effect insurance as follows:

- *Workers' Compensation* – The CONTRACTOR shall carry a policy of Workers' Compensation Insurance for all employees used on the job pursuant to statute.
- *Automobile Liability and Property Damage Insurance* - The CONTRACTOR shall carry a policy of comprehensive form naming HENDERSON-RECYCLING as an additional insured. Automobile Liability and Property Damage insurance coverage limits as follows:

Bodily Injury:	\$1,000,000; each person \$3,000,000; each occurrence
Property Damage:	\$ 100,000; each occurrence or combined single limit of \$1,000,000
- *Broad Form Comprehensive General Liability Insurance* – The CONTRACTOR shall carry a broad form comprehensive liability policy naming HENDERSON RECYCLING as an additional insured. Broad Form Comprehensive General Liability insurance coverage limits as follows:

Bodily Injury:	\$1,000,000; each person \$3,000,000; aggregate
Property Damage:	\$ 100,000; each occurrence or combined single limit of \$1,000,000
- HENDERSON ~~RECYCLING ALLIANCE~~ shall appear as an additional insured on all insurance policies pertaining to general liability, automobile, or any other potential exposures to HENDERSON RECYCLING by the operation of this contract by the CONTRACTOR.

(b) The CONTRACTOR shall protect, defend, indemnify, and hold harmless HENDERSON-RECYCLING, ~~the City of Henderson, and Henderson Fiscal Court, their~~ its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature which may result in injury or death to any persons, and for loss or damage to any property including property owned or in the care, custody or control of Henderson ~~Recycling Alliance, the City of Henderson, and Henderson Fiscal Court~~ in connection with, or in any way incident to or arising out of occupancy, use, service, operations, performance or non-performance of work in connection with the services to be provided as delineated in this contract resulting in whole or in part from negligent acts or omissions of CONTRACTOR, or any employee, agent, or representative of the CONTRACTOR and shall be responsible for payment of all deductibles contained in any insurance required in this contract.

(c) The CONTRACTOR shall furnish certificates of insurance to HENDERSON RECYCLING prior to commencement of service, and from time to time as may be requested by HENDERSON-RECYCLING. No insurance policy shall be cancelled without a minimum of ninety (90) days prior written notice by registered mail to HENDERSON-RECYCLING. The CONTRACTOR shall replace any cancelled policy within the ninety (90) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

(d) All insurance policies shall be issued by companies authorized to do business in the Commonwealth of Kentucky and acceptable to HENDERSON-RECYCLING, the City of Henderson and Henderson Fiscal Court.

ARTICLE IX
ASSIGNMENT AND CHANGE OF OWNERSHIP

This Contract may not be assigned by either party without the written consent of the other party.

ARTICLE X
TERM OF AGREEMENT

The initial contract term will be two (2) years, with three (3) one-year renewal options that can be exercised at the sole discretion of HENDERSON-RECYCLING. The initial contract will commence not later than October 1, 2013 and shall end not later than September 30, 2015. HENDERSON RECYCLING shall give written notice of its decision to extend the contract at least sixty days (60) prior to the expiration of the initial two (2) year period or any extension period.

ARTICLE XI
COMPENSATION AND ADJUSTMENTS

(a) The CONTRACTOR shall provide all labor, materials, tools, equipment, (excluding the containers provided by HENDERSON-RECYCLING), and all utility and transportation and services necessary to perform and complete the services provided for herein for the collection and management of residential solid waste that is recyclable for the following:

Payment Basis-City

Payment for services within the City of Henderson boundaries shall be based upon the participation rate of residential customers as follows:

<u>Contract Year</u>	<u>Fiscal Year</u>	<u>Residential Customers</u>	<u>Unit Price Per Month</u>	<u>Annual Cost</u>
1	2013-2014	3,500	\$2.07	\$86,940.00
2	2014-2015	3,650	\$2.07	\$90,666.00
3	2015-2016	3,808	\$2.07	\$94,590.72
4	2016-2017	3,975	\$2.07	\$98,739.00
5	2017-2018	4,150	\$2.07	\$103,086.00

This assumes a 5% increase in participation each year from the previous year.

Payment Basis-County

~~When requested by the Henderson Fiscal Court,~~ CONTRACTOR will continue begin collection of curbside solid waste that is recyclable in the following subdivisions located in the county's boundary:

<u>Subdivision</u>	<u>Number of Homes</u>	<u>Anticipated Number of Participating Residences</u>	<u>Unit Price Per Month</u>
Bent Creek	91	28	\$2.07
Broadview	72	22	\$2.07
Happy Acres	96	29	\$2.07
Henderson Country Club	71	22	\$2.07
Holloway Hills	41	13	\$2.07
Pleasantview	105	32	\$2.07
Thornridge	57	18	\$2.07
Viking Hills	38	12	\$2.07
Hidden Creek	9	3	\$2.07
TOTAL		179	\$370.53/mo \$4,446.36/yr

(b) ADJUSTMENT. In the event the monthly reports indicate consistent increase or decrease in participation beyond the established residential customer count for that given year, the contract shall be amended in increments of 25 units multiplied by the unit cost per residential customer.

ARTICLE XII
EQUIPMENT

(a) The CONTRACTOR shall furnish all equipment, labor, and supervision necessary to operate in compliance with the contract. Recyclables shall be collected and hauled in closed, leak proof, trucks so designed that materials being collected shall be exposed only for the time necessary to deposit the materials into the body of the truck.

(b) Any truck(s) used in the collection services shall bear no representation that HENDERSON RECYCLING owns it. The CONTRACTOR shall maintain the trucks in good working order, and the trucks shall be clean and have a pleasant appearance. Each truck shall bear the name, corporate emblem, and phone number of the CONTRACTOR.

ARTICLE XIII
CANCELLATION PROVISION

HENDERSON RECYCLING may cancel this contract without cause upon written notice sent by registered mail to the CONTRACTOR ~~one hundred eighty (180)~~ sixty (60) days

in advance of the planned termination date. Said cancellation shall not occur during the first twelve (12) months of the contract term.

ARTICLE XIV NON-DISCRIMINATION

(a) The CONTRACTOR shall not discriminate against any employee, applicant for employment, or residential customer because of race, color, religion, national origin, age, sex or disability. The CONTRACTOR shall seek to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, age, sex or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or termination; rate of pay and other forms of compensation; and selection for training. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

(b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

(c) The CONTRACTOR agrees to comply with all federal, state, and local work place and employment laws, rules and regulations currently in effect and as may be subsequently promulgated and amended in the future.

ARTICLE XV MISCELLANEOUS PROVISIONS

(a) Permits. The CONTRACTOR shall be responsible for obtaining any and all permits in their name and for all environmental monitoring, record keeping, reporting requirements, and compliance with all regulatory requirements of all governmental agencies.

(b) Other Solid Waste Services. Should HENDERSON ~~RECYCLING~~ desire to expand the scope of this contract to include other solid waste collection and management services, HENDERSON ~~RECYCLING~~ shall notify the CONTRACTOR of its decision to do so and the CONTRACTOR agrees to enter into an amendment to expand the scope of services requested in accordance with its bid and the terms and conditions of Bid Reference No. 13-06.

(c) Contract Administration. HENDERSON ~~RECYCLING Alliance Chairman~~ City Manager or his designee is designated as contract administrator for HENDERSON ~~RECYCLING~~.

Kentucky for resolving any claims or actions arising from this contract or its interpretation.

(b) In the event that any dispute arises between the parties hereto with regard to any of the provisions of this contract or the performance of any of the terms and conditions hereof, the prevailing party in any such dispute shall be entitled to recover costs and expenses associated with resolving such dispute, including but not limited to reasonable attorneys' fees expert witness fees and costs and fees on appeal.

ARTICLE XVIII WAIVER

No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of either party to enforce at any time or for any period time any provisions hereof shall not be construed to be a waiver of such provisions or of the party's right thereafter to enforce each and every such provision.

ARTICLE XIX BINDING AND FULL AGREEMENT AND AUTHORIZED SIGNATURES

(a) This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, discussions and undertakings between the parties. This Agreement cannot be amended, supplemented or changed orally, except by an agreement in writing that makes specific reference to this Agreement and that is signed by the party against whom enforcement of such amendment, supplement or modification is sought.

(b) The headings of the sections and paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.

(c) The individuals executing this agreement on behalf of Henderson ~~Recycling~~ and Contractor hereby represent and verify that they are duly authorized to do so and to fully bind said entity to all terms contained herein.

**ASSIGNMENT, ADVANCED DISPOSAL SERVICES SOLID WASTE
MIDWEST, LLC, HENDERSON RECYCLING ALLIANCE AND THE CITY OF**

HENDERSON HEREBY AGREE TO THE ASSIGNMENT OF THE JULY 12, 2013 AGREEMENT BETWEEN ADVANCED DISPOSAL SERVICES SOLID WASTE, INC. AND HENDERSON RECYCLING ALLIANCE TO THE CITY OF HENDERSON WITH THE RIGHTS AND OBLIGATIONS PROVIDED FOR IN THE ABOVE REFERENCED ARTICLES.

ADVANCED DISPOSAL SERVICES
SOLID WASTE MIDWEST, LLC _____
(“CONTRACTOR”)

HENDERSON RECYCLING ALLIANCE

 (“HENDERSON RECYCLING”)

Signature

Signature

Date

Date

CITY OF HENDERSON
“HENDERSON”

Mayor, City of Henderson
Date

Attest

City Clerk

CONTRACT BETWEEN THE HENDERSON RECYCLING ALLIANCE AND ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC FOR COLLECTION AND MANAGEMENT OF RESIDENTIAL RECYCLABLES

This contract is made and entered into this 12th day of July, 2013, by and between HENDERSON RECYCLING ALLIANCE, C/O City of Henderson, Kentucky, 222 First Street, P.O. Box 716, Henderson, Kentucky, 42419-0716, (hereinafter referred to as the "HENDERSON RECYCLING") and ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC, a wholly owned subsidiary of Advanced Disposal Services, Inc., 4001 Park Central, Nicholasville, Kentucky 40356, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH

WHEREAS, HENDERSON RECYCLING has decided to provide for the collection and management of residential solid waste that is recyclable for Henderson County residents; and

WHEREAS, the CONTRACTOR has by public bid expressed its desire to provide the services requested by HENDERSON RECYCLING, and

WHEREAS, the CONTRACTOR represents it has the necessary equipment, manpower, experience and ability to provide the services requested by HENDERSON RECYCLING for the management of residential solid waste that is recyclable under the terms and conditions of this contract;

NOW, THEREFORE, the parties hereto now enter into this Contract under the following covenants, terms, conditions and agreements:

ARTICLE I
DEFINITIONS

For the purpose of this Contract, the following definitions shall apply:

- **Residential Customer:** The term "residential customer" shall mean a structure or complex used exclusively for residential occupancy, except for housekeeping units located in commercial structures within the Central Business District. This includes all single-family structures and all multi-unit complexes with two or more single family housekeeping units; and apartment complexes and mobile home parks that receive residential garbage collection service from the City of Henderson as individual housekeeping units, rather than dumpsters for general disposal of the residents.
- **Residential Solid Waste that is Recyclable:** The term "residential solid waste that is recyclable" shall at a minimum include clear, brown, and green glass containers; all types of HDPE and PET plastic; newspapers; aluminum beverage cans; steel food cans; corrugated cardboard boxes; mixed household paper; magazines, catalogs, junk mail and telephone books.

ARTICLE II
SCOPE AND PURPOSE

The scope and purpose of this Contract is to (1) provide for the service of collection and management of solid waste that is recyclable, from residential customers within the corporate boundaries of the City of Henderson and major subdivisions of Henderson County, of the sort and in amount and concentration such as is normally generated by residential customers.

ARTICLE III
STATUS AS INDEPENDENT CONTRACTOR

(a) The CONTRACTOR shall be considered an independent CONTRACTOR. The CONTRACTOR shall comply with reasonable requests of HENDERSON RECYCLING relative to the collection service. HENDERSON RECYCLING shall not attempt or affect any unreasonable interference with method of operation of the CONTRACTOR.

(b) No personnel employed or utilized by Contractor shall acquire any rights or status as employees of Henderson County, the City of Henderson, or Henderson Recycling or otherwise be deemed a governmental employee, nor shall they obtain any rights under the state Merit Employment System codified in KRS Chapter 18A, nor shall they be deemed employees or agents of the aforementioned for any purpose. Contractor shall be responsible in full for any payment due its employees, including workers compensation and related costs.

ARTICLE IV
COLLECTION AND CONTAINERS

(a) Curbside recycling collection service shall be rendered to each residential customer served on a bi-weekly basis commencing not later than the 1st day of October, 2013. Materials to be included as of the commencement date shall be as follows:

- Clear, brown, and green glass containers.
- All types of HDPE and PET.
- Newspaper
- Aluminum beverage cans.
- Steel food cans.
- Flattened corrugated cardboard boxes.
- Mixed household paper.
- Telephone books, catalogs and junk mail.

(b) Recycle containers provided by HENDERSON RECYCLING may range in size from 13 gallon totes up to 32-35 gallon rolling containers. The CONTRACTOR shall also accept and collect recyclable material set out in any reusable or disposable container

provided the contents are clearly identifiable to the CONTRACTOR as materials suitable for recycling.

(c) The CONTRACTOR is prohibited from disposing of collected, non-contaminated solid waste that is recyclable.

(d) The CONTRACTOR has the right to refuse to collect solid waste materials that have not been specified under the contract or have been improperly placed for the collection. However, the CONTRACTOR must either oral inform or leave written documentation indicating the reason that the material was not collected. The CONTRACTOR shall immediately report the same to HENDERSON RECYCLING so that the two may resolve the dispute, if possible, before additional collection becomes necessary. It is the intent of HENDERSON RECYCLING to avoid disputes or disagreements between residents and the CONTRACTOR and to permit said disputes to be handled by mutual discussion between the CONTRACTOR and HENDERSON RECYCLING.

(e) The CONTRACTOR shall be responsible for the transportation of recovered solid waste materials that are recyclable to the processing site, Tri-County Recycling Alliance facility located at 398 Sam Ball Way, Henderson, Kentucky 42420, for separation and packaging.

(f) The CONTRACTOR agrees that it is willing to eliminate, expand or change the types of solid waste materials that will be accepted. Good faith negotiations will be undertaken when the types of solid waste materials that will be accepted are modified.

ARTICLE V SERVICE HOURS, ROUTES AND OTHER

(a) The collection services shall be conducted between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. Approval, either written or oral, from HENDERSON RECYCLING designated contact person is required to collect on days and times other than as shown.

(b) The CONTRACTOR shall furnish HENDERSON RECYCLING with a schedule and map showing all routes to be covered by the CONTRACTOR and the days for collection for each route. Such schedule and map shall be furnished within two (2) weeks from the time the CONTRACTOR receives notice of award of contract and at least two (2) weeks prior to such time the CONTRACTOR elects to modify said schedule and routes.

(c) In the event the day of any collection falls on a legal holiday upon which the CONTRACTOR does not work collections for the holiday and following days of the week may be delayed no more than one day. Unless the following week contains a holiday, collections during the following week shall be made on the regular schedule. However, the CONTRACTOR shall remain responsible for the required minimum collection for all residences. The CONTRACTOR shall notify the media to inform the

public in advance of any altered collection schedule as the result of holiday or other reason.

(d) In the event that the CONTRACTOR is unable to provide service because of a strike or an act of God, the CONTRACTOR shall promptly notify HENDERSON RECYCLING and HENDERSON RECYCLING shall have the right to continue service and is authorized to deduct the reasonable cost of making those collections from the compensation due the CONTRACTOR.

(e) In the event that the CONTRACTOR fails to provide regular service for causes other than strike or an act of God, the CONTRACTOR shall promptly notify HENDERSON RECYCLING and HENDERSON RECYCLING shall have the right to continue service until the CONTRACTOR is able to resume service or until the Contract between HENDERSON RECYCLING and the CONTRACTOR is terminated. HENDERSON RECYCLING shall deduct the reasonable cost of making those collections from the compensation due to the CONTRACTOR, or may contract with a third party.

(f) Upon commencement of service delivery, the CONTRACTOR shall establish a local or toll-free telephone number which shall be available to customers 24 hours per day, seven days per week for messages only. Actual customer service will only be available Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. The purpose of this telephone line shall be to answer customer's questions regarding any and all aspects of CONTRACTOR operations, to receive complaints, and to resolve problems with scheduling and collection. This number shall be clearly shown on all printed materials distributed to customers.

(g) The CONTRACTOR shall respond to all complaints received from the established telephone line, the City or the County, within twenty-four (24) hours, excluding Saturday or Sunday. A penalty of \$10.00 will be assessed to the CONTRACTOR for failure to respond to legitimate service complaints within the period allotted. Exceptions may be made to extend the allotted time period under certain conditions, i.e. acts of God, severe weather conditions or other natural disasters.

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HENDERSON RECYCLING may impose other requirements throughout the term of the contract to assist HENDERSON RECYCLING in meeting future local, state or federally mandated recycling, diversion and source reduction goals. Good faith negotiations will be required of the parties when any new mandates are imposed or existing mandates are modified which will require a change in the service.

ARTICLE VII
REPORTS

(a) The CONTRACTOR shall be required to provide comprehensive and detailed monthly and annual reports regarding the service and other management information deemed necessary by HENDERSON RECYCLING to evaluate CONTRACTOR performance. These reports shall be provided within fifteen (15) days following the end of each month.

- *Reports* will include, but not be limited to: summaries of tonnage of all materials recovered by month and contract year-to-date; and residential participation rates in terms of weekly and monthly set-out counts with a description of the methods used to determine these rates.

(b) The reports shall be provided in an acceptable electronic format as well as in hard copy.

ARTICLE VIII
INSURANCE

(a) The CONTRACTOR and any sub-contractor shall maintain in full force and effect insurance as follows:

- *Workers' Compensation* – The CONTRACTOR shall carry a policy of Workers' Compensation Insurance for all employees used on the job pursuant to statute.
- *Automobile Liability and Property Damage Insurance* - The CONTRACTOR shall carry a policy of comprehensive form naming HENDERSON RECYCLING as an additional insured. Automobile Liability and Property Damage insurance coverage limits as follows:

Bodily Injury:	\$1,000,000; each person \$3,000,000; each occurrence
Property Damage:	\$ 100,000; each occurrence or combined single limit of \$1,000,000
- *Broad Form Comprehensive General Liability Insurance* – The CONTRACTOR shall carry a broad form comprehensive liability policy naming HENDERSON RECYCLING as an additional insured. Broad Form Comprehensive General Liability insurance coverage limits as follows:

Bodily Injury:	\$1,000,000; each person \$3,000,000; aggregate
Property Damage:	\$ 100,000; each occurrence or combined single limit of \$1,000,000

- HENDERSON RECYCLING ALLIANCE shall appear as an additional insured on all insurance policies pertaining to general liability, automobile, or any other potential exposures to HENDERSON RECYCLING by the operation of this contract by the CONTRACTOR.

(b) The CONTRACTOR shall protect, defend, indemnify, and hold harmless HENDERSON RECYCLING, the City of Henderson, and Henderson Fiscal Court, their officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature which may result in injury or death to any persons, and for loss or damage to any property including property owned or in the care, custody or control of Henderson Recycling Alliance, the City of Henderson, and Henderson Fiscal Court in connection with, or in any way incident to or arising out of occupancy, use, service, operations, performance or non-performance of work in connection with the services to be provided as delineated in this contract resulting in whole or in part from negligent acts or omissions of CONTRACTOR, or any employee, agent, or representative of the CONTRACTOR and shall be responsible for payment of all deductibles contained in any insurance required in this contract.

(c) The CONTRACTOR shall furnish certificates of insurance to HENDERSON RECYCLING prior to commencement of service, and from time to time as may be requested by HENDERSON RECYCLING. No insurance policy shall be cancelled without a minimum of ninety (90) days prior written notice by registered mail to HENDERSON RECYCLING. The CONTRACTOR shall replace any cancelled policy within the ninety (90) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

(d) All insurance policies shall be issued by companies authorized to do business in the Commonwealth of Kentucky and acceptable to HENDERSON RECYCLING, the City of Henderson and Henderson Fiscal Court.

ARTICLE IX ASSIGNMENT AND CHANGE OF OWNERSHIP

This Contract may not be assigned by either party without the written consent of the other party.

ARTICLE X TERM OF AGREEMENT

The initial contract term will be two (2) years, with three (3) one-year renewal options that can be exercised at the sole discretion of HENDERSON RECYCLING. The initial contract will commence not later than October 1, 2013 and shall end not later than September 30, 2015. HENDERSON RECYCLING shall give written notice of its

decision to extend the contract at least sixty days (60) prior to the expiration of the initial two (2) year period or any extension period.

**ARTICLE XI
COMPENSATION AND ADJUSTMENTS**

(a) The CONTRACTOR shall provide all labor, materials, tools, equipment, (excluding the containers provided by HENDERSON RECYCLING), and all utility and transportation and services necessary to perform and complete the services provided for herein for the collection and management of residential solid waste that is recyclable for the following:

Payment Basis-City

Payment for services within the City of Henderson boundaries shall be based upon the participation rate of residential customers as follows:

<u>Contract Year</u>	<u>Fiscal Year</u>	<u>Residential Customers</u>	<u>Unit Price Per Month</u>	<u>Annual Cost</u>
1	2013-2014	3,500	\$2.07	\$86,940.00
2	2014-2015	3,650	\$2.07	\$90,666.00
3	2015-2016	3,808	\$2.07	\$94,590.72
4	2016-2017	3,975	\$2.07	\$98,739.00
5	2017-2018	4,150	\$2.07	\$103,086.00

This assumes a 5% increase in participation each year from the previous year.

Payment Basis-County

When requested by the Henderson Fiscal Court, CONTRACTOR will begin collection of curbside solid waste that is recyclable in the following subdivisions located in the county's boundary:

<u>Subdivision</u>	<u>Number of Homes</u>	<u>Anticipated Number of Participating Residences</u>	<u>Unit Price Per Month</u>
Bent Creek	91	28	\$2.07
Broadview	72	22	\$2.07
Happy Acres	96	29	\$2.07
Henderson Country Club	71	22	\$2.07
Holloway Hills	41	13	\$2.07
Pleasantview	105	32	\$2.07
Thornridge	57	18	\$2.07
Viking Hills	38	12	\$2.07
Hidden Creek	9	3	\$2.07
TOTAL		179	\$370.53/mo \$4,446.36/yr

(b) ADJUSTMENT. In the event the monthly reports indicate consistent increase or decrease in participation beyond the established residential customer count for that given year, the contract shall be amended in increments of 25 units multiplied by the unit cost per residential customer.

ARTICLE XII EQUIPMENT

(a) The CONTRACTOR shall furnish all equipment, labor, and supervision necessary to operate in compliance with the contract. Recyclables shall be collected and hauled in closed, leak proof, trucks so designed that materials being collected shall be exposed only for the time necessary to deposit the materials into the body of the truck.

(b) Any truck(s) used in the collection services shall bear no representation that HENDERSON RECYCLING owns it. The CONTRACTOR shall maintain the trucks in good working order, and the trucks shall be clean and have a pleasant appearance. Each truck shall bear the name, corporate emblem, and phone number of the CONTRACTOR.

ARTICLE XIII CANCELLATION PROVISION

HENDERSON RECYCLING may cancel this contract without cause upon written notice sent by registered mail to the CONTRACTOR one hundred eighty (180) days in advance of the planned termination date. Said cancellation shall not occur during the first twelve (12) months of the contract term.

ARTICLE XIV NON-DISCRIMINATION

(a) The CONTRACTOR shall not discriminate against any employee, applicant for employment, or residential customer because of race, color, religion, national origin, age, sex or disability. The CONTRACTOR shall seek to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, age, sex or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or termination; rate of pay and other forms of compensation; and selection for training. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

(b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

(c) The CONTRACTOR agrees to comply with all federal, state, and local work place and employment laws, rules and regulations currently in effect and as may be subsequently promulgated and amended in the future.

ARTICLE XV
MISCELLANEOUS PROVISIONS

(a) Permits. The CONTRACTOR shall be responsible for obtaining any and all permits in their name and for all environmental monitoring, record keeping, reporting requirements, and compliance with all regulatory requirements of all governmental agencies.

(b) Other Solid Waste Services. Should HENDERSON RECYCLING desire to expand the scope of this contract to include other solid waste collection and management services, HENDERSON RECYCLING shall notify the CONTRACTOR of its decision to do so and the CONTRACTOR agrees to enter into an amendment to expand the scope of services requested in accordance with its bid and the terms and conditions of Bid Reference No. 13-06.

(c) Contract Administration. HENDERSON RECYCLING Alliance Chairman or his designee is designated as contract administrator for HENDERSON RECYCLING.

(d) Time. Time is of the essence in this contract, and it is expressly made a condition of the performance of each and every provision of the same.

(e) Notices. Any written notices required to be provided under this Contract shall be directed to the following address:

For the CONTRACTOR:

Advanced Disposal Services
Solid Waste Midwest, LLC
General Manager
12900 Warrick County Line Road
Evansville, IN 47725

For HENDERSON RECYCLING:

Henderson Recycling Alliance
Chairman
C/O City of Henderson
P.O. Box 716
Henderson, KY 42419-0716

(f) Attachments. The following documents are attached and incorporated herein:

- Invitation to Bid dated March 15, 2013
- Invitation to Bid Addendum #1 dated April 3, 2013
- Bid Document dated April 19, 2013 submitted by Advanced Disposal

ARTICLE XVI
EXCLUSIVE FRANCHISE

CONTRACTOR shall have an Exclusive Franchise for curbside residential customer recycling in the City of Henderson and specified unincorporated areas of Henderson County, with the exception of recycling programs operated by franchised solid waste haulers in said specified unincorporated areas of Henderson County for the benefit of their customers.

ARTICLE XVII
JURISDICTION AND VENUE
AND LITIGATION FEES AND COSTS

(a) This Agreement and the rights, duties and obligations of the parties to this contract shall be interpreted, construed, performed, and enforced in accordance with and shall be governed by the laws of the Commonwealth of Kentucky. Any action brought to enforce the terms of the contract shall be filed in the Henderson Circuit Court, 51st Judicial Circuit in the Commonwealth of Kentucky, unless otherwise agreed in writing by the parties, and the Parties agree to the jurisdiction of the Courts of the Commonwealth of Kentucky for resolving any claims or actions arising from this contract or its interpretation.

(b) In the event that any dispute arises between the parties hereto with regard to any of the provisions of this contract or the performance of any of the terms and conditions hereof, the prevailing party in any such dispute shall be entitled to recover costs and expenses associated with resolving such dispute, including but not limited to reasonable attorneys' fees expert witness fees and costs and fees on appeal.

ARTICLE XVIII
WAIVER

No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of either party to enforce at any time or for any period time any provisions hereof shall not be construed to be a waiver of such provisions or of the party's right thereafter to enforce each and every such provision.

ARTICLE XIX
BINDING AND FULL AGREEMENT
AND AUTHORIZED SIGNATURES

- (a) This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, discussions and undertakings between the parties. This Agreement cannot be amended, supplemented or changed orally, except by an agreement in writing that makes specific reference to this Agreement and that is signed by the party against whom enforcement of such amendment, supplement or modification is sought.
- (b) The headings of the sections and paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.
- (c) The individuals executing this agreement on behalf of Henderson Recycling and Contractor hereby represent and verify that they are duly authorized to do so and to fully bind said entity to all terms contained herein.

ADVANCED DISPOSAL SERVICES
SOLID WASTE MIDWEST, LLC



Signature

7/3/13

Date

HENDERSON RECYCLING ALLIANCE



Signature

7-12-13

Date

**UPCOMING
BOARD APPOINTMENTS**

<u>BOARD</u>	<u>EXPIRATION DATE</u>	<u>TERM</u>
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CIVIL SERVICE COMMISSION

	<u>Current Term Expires</u>	<u>Term</u>
Richard Dzuibich	06/01/2016	3-Year

CITY-COUNTY PLANNING COMMISSION

	<u>Current Term Expires</u>	<u>Term</u>
Bobbie Jarrett	06/01/2016	4-Year
Kevin Herron	06/01/2016	4-Year

BOARD OF APPEALS (Housing & Building)

	<u>Current Term Expires</u>	<u>Term</u>
Mac Arnold	06/22/2016	4-Year
Gray Hodge	06/22/2016	4-Year

HENDERSON-HENDERSON COUNTY HUMAN RIGHTS COMMISSION

	<u>Current Term Expires</u>	<u>Term</u>
Darlene Ware	06/30/2016	3-Year