

City of Henderson, Kentucky
Board of Commissioners Meeting
Tuesday, June 14, 2016

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

AGENDA

1. Invocation: Virgil Hammontree, Minister, Central Church of Christ
2. Roll Call:
3. Recognition of Visitors:
4. Appearance of Citizens:
5. Proclamations:
6. Presentations: Playful City USA
7. Public Hearings: Municipal Aid Funds and Local Government Economic Assistance Funds
8. Consent Agenda:
 - Minutes: May 24, 2016 Regular Meeting
 - Resolutions: Resolution for Application for and Administration of Kentucky Office of Homeland Security Projects
9. Ordinances & Resolutions:
 - Second Readings: Ordinance Amending Employee Manual Regarding Henderson Water Utility (HWU) Chief Financial Officer Position
 - Ordinance Amending Article II (Water and Sewer Service) of Chapter 23 (Utilities), Section 23-43 of the Code of Ordinances
 - Ordinance Adopting the Fiscal 2017 Budget and Appropriation for Henderson Water Utility
 - Ordinance Adopting the Fiscal 2017 Budget and Appropriation for the City of Henderson

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

First Readings: Ordinance Amending Property Maintenance Code Section 302.4 (Weeds) of the Code of Ordinances

Ordinance Amending Budget and Appropriation Ordinance – FY 2016

Resolutions: Resolution Approving Reimbursement Payments for Police & Fire Pension Retirees

Resolution Appointing Lynn Drew as Acting City Clerk in the Absence of the City Clerk

10. Municipal Orders:

Municipal Order Authorizing Submittal of Grant Application to COPS Hiring Recovery Program (CHRP), in the Amount of \$588,788.32, and Accepting Grant if Awarded

Municipal Order Approving Memorandum of Agreement with the University of Southern Indiana and Henderson Police Department

Municipal Order Accepting Recommendation to Dissolve the Henderson Recycling Entities

11. Bids & Contracts:

Resolution Approving the Transfer of Funds Pursuant to Community One Agreement

Municipal Order Approving Operating and Services Agreement between Public Energy Authority of Kentucky (PEAK) and the City

Municipal Order Awarding Bid for Firefighter Protective Clothing for the Henderson Fire Department to Fire Department Service and Supply of Louisville, KY

Municipal Order Awarding Bid for One 2017 Small Truck with Dump Bed for the Central Garage to Town & Country Ford of Evansville, IN

Municipal Order Awarding Bid for Design and Construction of Drive-Through Canopy for the Henderson Municipal Center to Q & S Contracting, Inc. of Sebree, KY

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
16-128**

June 10, 2016

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

An item included under the Presentations portion of the agenda is a presentation of Playful City USA.

Mr. Trace Stevens, Director of Parks & Recreation for the City of Henderson, will present information regarding the Playful City USA designation that Henderson recently received for the second consecutive year from KaBoom!, a national non-profit organization.

City Commission Memorandum
16-117

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Public Hearing on Use of Street Funds

An item under the Public Hearings section of the agenda is a public hearing on the proposed use of Municipal Aid Funds and Local Government Economic Assistance (LGEA) Funds for the fiscal year commencing July 1, 2016.

The amount of Municipal Aid Funds and LGEA Funds proposed for use for streets and roads is approximately \$541,300.00 and \$23,700.00. Attached is the list of proposed streets to be included for maintenance/repair utilizing these funds.

Notice of the public hearing has been properly advertised as required by KRS.

c: Buzzy Newman
Brian Williams
Paul Titzer

**City of Henderson, KY
Paving of Streets and Roads
Fiscal Year 2017**

Street	From	To	Notes	Fiscal Year 2017
7th Street	Green Street	North Adams Street		\$ 27,400
10th Street	Elm Street	Green Street		\$ 18,800
13th Street	Elm Street	Green Street		\$ 16,200
Angus Drive	Kerry Lane	Tartan Drive		\$ 8,000
Bittersweet Lane	Heather Lane	Sunrise Court		\$ 8,500
Carlisle Street	1st Street	3rd Street		\$ 21,500
Clay Street	Mill Street	Letcher Street		\$ 20,800
Country Drive	Ilex Drive	Russell Drive		\$ 18,900
De Kemper Drive	Sunset Lane	End		\$ 3,700
Dr. MLK Jr. Avenue	Adams Street	Ingram Street		\$ 20,900
Greenbriar Drive	Melwood Place	End		\$ 4,900
Ilex Drive	Country Drive	Old Madisonville Road		\$ 5,300
Kimsey Lane	West of Bridge	East of Bridge		\$ 11,300
Mimosa Drive	Racetrack Road	End		\$ 3,800
North Elm Street	Watson Lane	200 Feet South of Watson		\$ 4,300
Palmer Circle	Elmwood Drive	Elmwood Drive		\$ 9,100
Park Drive	Watson Lane	End		\$ 7,900
Pope Street	Center Street	Washington Street		\$ 42,600
Ray Street	Green Street	North Adams Street		\$ 14,100
Robin Road	North Elm Street	US 41		\$ 7,100
Russell Drive	Country Drive	Old Madisonville Road		\$ 8,300
Sand Lane	Green Street	South Main Street		\$ 33,500
South Adams Street	Norris Lane	End		\$ 13,100
South Julia Street	Clay Street	Powell Street		\$ 22,500
Springer Drive	Sunset Lane	End		\$ 15,300
Springer Road	Springer Drive	Barker Road		\$ 8,200
Springwood Drive	North Elm Street	End		\$ 14,600
Tartan Drive	Honeysuckle Lane	Heather Lane		\$ 11,200
Vanguard Avenue	Hubbard Lane	East End		\$ 15,200
William & Mary Court	Sunset Lane	End		\$ 23,000
Paving Total Account 4317				\$ 440,000
Minor Street, Shoulder and Sidewalk Repair Account 4316				340,000
Total with Street, Shoulder, Sidewalks and Repair				<u>\$ 780,000</u>

*Schedule subject to change with changing conditions and prioritizations.

**City Commission Memorandum
16-119**

June 10, 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 June 14, 2016, contains the following:

Minutes: May 24, 2016 Regular Meeting

Resolutions: A Resolution of the City of Henderson, Kentucky Authorizing the Mayor to Make Application for and, Upon Approval, to Enter into an Agreement with the Kentucky Office of Homeland Security (KOHS), to Execute any Documents Which are Deemed Necessary by KOHS to Facilitate and Administer the Project and to Act as the Authorized Correspondent for this Project. This Resolution also Establishes Procurement Policy for any KOHS Approved Project for the FY-2016 Application Cycle.

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on May 24, 2016

A regular meeting of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, May 24, 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 Reverend Larry Butler, Victory Baptist Church, followed by recitation of the Pledge of Allegiance to our American Flag.

There were present Mayor Steve Austin presiding:

PRESENT:

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

ALSO PRESENT:

Mr. Russell R. Sights, City Manager
 Mrs. Dawn Kelsey, City Attorney
 Ms. Maree Collins, City Clerk
 Mr. William L. Newman, Jr. Assistant City Manager
 Mr. Robert Gunter, Finance Director
 Mr. Trace Stevens, Parks & Recreation Director
 Mr. Scott Foreman, Fire Chief
 Mrs. Connie Galloway, Human Resources Director
 Mrs. Donna Stinnett, Public Information Officer
 Mr. Tom Williams, Henderson Water Utility General Manager
 Mr. Leason Neel, HWU Chief Financial Officer
 Mr. Rodney Michael, HWU Director of Field Operations
 Mr. Dylan Ward, Public Works Engineer
 Q & S Contracting, Inc. Representative
 Mr. Alan Powell, President, AVP
 Mr. James Jarboe, Police Sergeant
 Ms. Laura Acchiardo, *the Gleaner*
 Mr. Blaine Fentress, 44 News Assignment Editor

APPROVAL OF CONSENT AGENDA:

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

Minutes: May 10, 2016, Regular Meeting
 May 18, 2016, Called Work Session

Resolution: 19-16 Resolution Accepting Grant Through the Evansville Metropolitan Planning Organization (EMPO) for the Transportation Alternatives Program (TAP) for Funds in the Amount of \$116,932.00 to be used for the North Green River Road Sidewalk Extension Project, and Authorizing Mayor to Execute the Application for the Funds

20-16 Resolution Authorizing the Submittal of a Grant Application for Public Transit Assistance

Motion by Commissioner X R. Royster, seconded by Commissioner Jesse Johnston, to approve the items on the Consent Agenda.

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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 consent items approved.

/s/ Steve Austin
 Steve Austin, Mayor
 May 24, 2016

ATTEST:

Maree Collins, City Clerk _____

ORDINANCE NO. 18-16: FIRST READ

ORDINANCE AMENDING EMPLOYEE MANUAL REGARDING HENDERSON WATER UTILITY (HWU) CHIEF FINANCIAL OFFICER POSITION

ORDINANCE AMENDING ARTICLE 10-*PERSONNEL*, OF THE EMPLOYEE MANUAL OF THE CITY OF HENDERSON, BY EXEMPTING HENDERSON WATER UTILITY (HWU) CHIEF FINANCIAL OFFICER POSITION FROM CIVIL SERVICE STATUS

MR. TOM WILLIAMS, HWU General Manager, explained that this change reflects the desire of the Board of Commissioners to remove department head positions from Civil Service status as they become vacant.

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 on its first reading and ordered that it be presented for a second reading at a meeting of the Board of Commissioners.

ORDINANCE NO. 19-16: FIRST READ

ORDINANCE AMENDING SEWER USE ORDINANCE

ORDINANCE AMENDING ARTICLE II, *WATER AND SEWER SERVICE*, OF CHAPTER 23, *UTILITIES*, SECTION 23-43, OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

MR. TOM WILLIAMS, HWU General Manager, explained that this change relates to the removal of department head positions from Civil Service status.

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:

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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.

ORDINANCE NO. 20-16: FIRST READ
ORDINANCE ADOPTING HENDERSON WATER UTILITY BUDGET
BUDGET AND APPROPRIATION ORDINANCE FOR THE FISCAL YEAR
COMMENCING JULY 1, 2016 AND ENDING JUNE 30, 2017 FOR HENDERSON WATER
UTILITY OF THE CITY OF HENDERSON, KENTUCKY

MR. TOM WILLIAMS, HWU General Manager, presented the Henderson Water Utility budget for adoption.

MOTION by Commissioner Jan Hite, seconded by Commissioner Jesse Johnston, 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:

Mayor Austin congratulated Mr. Leason Neel, HWU Chief Financial Officer, on his years of service, dedication and hard work and wished him well in his future endeavors.

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

ORDINANCE NO. 21-16: FIRST READ
BUDGET AND APPROPRIATION ORDINANCE FOR THE FISCAL YEAR
COMMENCING JULY 1, 2016 AND ENDING JUNE 30, 2017 FOR THE CITY OF
HENDERSON, KENTUCKY

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

MR. RUSSELL R. SIGHTS, City Manager, gave a brief overview of the proposed budget and the procedures used to complete the budgeting process. He went on to express his appreciation for the hard work of not only the members of the Budget Committee but also all those that helped in any way in the preparation of this FY 2017 budget. He then asked Finance Director Robert Gunter to review the changes that were made as a result of the work session.

MR. ROBERT GUNTER, Finance Director, indicated that there were minor changes, including reducing the Planning/GIS funding by \$3,500 to match the County's funding; and adding \$2,000 in the Golf and Recreation overtime line item for the new overtime rules that will become effective December 1st. Overall the General Fund budget stayed at \$31,930,000. The Sanitation Fund was increased to \$3,262,000 with the addition of \$18,000 to start the Transfer area for the Landfill.

MAYOR AUSTIN asked if there were any questions regarding the new overtime regulations or any other questions regarding the budget. Mr. Sights indicated that the overtime

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regulations were not discussed earlier because the information had not been received prior to the work session.

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

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

MAYOR AUSTIN asked Commissioner Royster if he would like to explain his vote. Commissioner Royster indicated that he was still against the personnel upgrades without doing a full pay study evaluation.

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. 21-16:

RESOLUTION APPROVING AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF HENDERSON, HENDERSON COUNTY, WEBSTER COUNTY, AND UNION COUNTY WHICH ESTABLISHES A SOLID WASTE RECYCLING ALLIANCE WITH TRI-COUNTY RECYCLING ALLIANCE, INC. AS THE ADMINISTERING AGENCY

MRS. DAWN KELSEY, City Attorney explained that last Tuesday the Tri-County Recycling Alliance, Inc. and the Solid Waste Alliance Boards met to discuss the future of the Tri-County Recycling Alliance as a result of the operation being idled and how Tri-County will move forward. Under the current Agreement all participants are required to take recycling materials to the Recycling Center. Mrs. Kelsey indicated that she and Mr. Steve Gold, County Attorney, worked with the Tri-County Board to come up with a new Interlocal Agreement allowing participants to continue curbside recycling without being under contract with them. During this period of idleness Tri-County Recycling will work more toward receiving grants for special days like Hazardous Material Day and continue to provide recycling opportunities for all the participants.

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert M. Mills to adopt the resolution approving the Amended and Restated Interlocal Cooperation Agreement between the City, Henderson County, Webster County and Union County establishing a Solid Waste Recycling Alliance with Tri-County Recycling Alliance, Inc. as the administering agency.

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.

ATTEST:
Maree Collins, City Clerk _____

/s/ Steve Austin
Steve Austin, Mayor
May 24, 2016

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MUNICIPAL ORDER NO. 26-16:

MUNICIPAL ORDER APPROVING RECYCLING THROUGH SEPTEMBER 30, 2016 FOR COMMERCIAL BUSINESSES THAT WERE SERVED BY HENDERSON RECYCLING FOR \$5.00 PER MONTH FOR MATERIAL HANDLING FEE

MR. WILLIAM L. NEWMAN, JR., Assistant City Manager, explained that with the City assuming the residential curbside recycling process, a part of the community that is not being addressed as far as recycling within the city limits is the commercial accounts that have participated with Henderson Recycling in the past. There has been interest from that sector of the community that would like to participate and because our current curbside recycling agreement does not address the commercial side of things, this municipal order is necessary to include them as well.

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert M. Mills, to adopt the municipal order approving recycling services through September 30, 2016 for commercial businesses that were served by Henderson Recycling. Each participating business will be charged a \$5.00 per month material handling fee.

COMMISSIONER JOHNSTON asked if the program would be voluntary. Mr. Newman answered that participation would be optional and that only those that participate will be charged the \$5.00 per month handling fee. Under the curbside recycling contract the 96 gallon bins are utilized and commercial participants will place the containers curbside on the appropriate day of the week that regular residential routes are picked up.

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
May 24, 2016

ATTEST:

Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 23-16:

MUNICIPAL ORDER AWARDING BID FOR THE DEMOLITION AND REMOVAL OF STRUCTURES FROM FIVE (5) PROPERTIES IN THE CITY OF HENDERSON TO HAZEX CONSTRUCTION COMPANY, INC., HENDERSON, KENTUCKY, IN THE TOTAL AMOUNT OF \$11,295.00

MR. RUSSELL R. SIGHTS, City Manager, indicated that these five identified properties would continue the Boards' desire to remove dilapidated structures.

MR. WILLIAM L. NEWMAN, JR., Assistant City Manager, explained that the operating budget for the Codes department allocated funds specifically for the demolition of additional homes above and beyond what has been budgeted in the past. These five properties will complete the objective within the approved budget. Staff recommends that these structures be demolished as proposed.

MOTION by Commissioner Jan Hite, seconded by Commissioner Jesse Johnston, to award the bid for the demolition and removal of structures from five properties in the City to Hazex Construction Company, Inc. in the low bid amount of \$11,295.00.

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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
 May 24, 2016

ATTEST:

Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 24-16:

MUNICIPAL ORDER AWARDING BID FOR DESIGN AND CONSTRUCTION OF A NEW DRIVE-THRU CANOPY FOR THE MUNICIPAL CENTER'S FINANCE DEPARTMENT TO Q & S CONTRACTING, INC., SEBREE, KENTUCKY IN THE AMOUNT OF \$90,897.00

MR. RUSSELL SIGHTS, City Manager, explained that approximately 55,000 vehicles per year are processed through the one drive-thru window downstairs. As a result of all of this activity, cars are often backed up out into the street and have become a safety hazard. The project will include a second drive-thru lane utilizing some parking spaces; however, we believe that the disadvantage of that will be offset by the benefits of the overall project. Mr. Ward will be in charge of the project and at this time he will explain the bid process.

MR. DYLAN WARD, Public Works Engineer, gave a brief overview of the bid process indicating that this was unique in the since that it was a design build. The bid package included the engineering design as well as the construction of the canopy. This would include a structural engineer to size the foundation, size the rebar, size the steel to be partnered with the contractor to build the structure. Mr. Ward indicated that since this was something new to us and we didn't want to give a timeline that might detrimentally affect the overall price of the project it was determined to make this an evaluated bid criteria with 80% of the score based upon cost and 20% based on schedule. Downtime needed to kept to a minimum yet have a schedule that was cost effective. The two bids received were within \$97.00 of each other on cost with AVP having the lower cost; however when the schedule was factored in, Q & S was the low overall bidder and is recommended upon the criteria detailed in the bid package. This bid is for the canopy design and construction only and there will be another bid package for the actual track system that transports the payments.

MOTION by Commissioner Jan Hite, seconded by Commissioner Robert M. Mills, to adopt the municipal order awarding the bid for the design and construction of a new drive-thru canopy for the Municipal Center's Finance Department to Q&S Contracting, Inc. of Sebree, Kentucky in the amount of \$90,897.00.

MAYOR AUSTIN indicated that a representative from AVP had requested to speak to the Board of Commissioners.

MR. ALLAN POWELL, AVP President, 4869 Old Madisonville Road, stated that there was no timeframe indicated in the bid package and that if it was valuable to the City on a daily basis then there should have been a timeframe included to complete the project. He indicated you can't multiply days times dollars and wasn't given any way of determining how that 80% for the price and 20% for the schedule was going to be calculated. He further indicated he still doesn't know that because he wasn't provided that formula. He stated that if he had had that formula he might have played games himself and figured out how not to get beat. He further indicated that he was the low bidder, is a local tax payer, is paying property taxes to the City of

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Henderson on three or four properties, and doesn't understand how you calculate the difference to not give it to a low bidder based on five days.

MAYOR AUSTIN asked Mr. Ward to respond. Mr. Ward indicated that the reason a schedule was not included in the bid was that we had not done a project like this in the past where we asked for a design and build together, so we didn't want to give an unmanageable timeline. He further indicated that we would have loved to have had the drive-thru open in 30 days, but if we allowed 30 days and then found out that their schedule was 70 days there would need to be a lot of overtime work to get it completed within that 30 day limit. In the bid package it was clearly spelled out how the points were calculated. Total points out of 100 – 80% cost calculated using 80 points for the lowest price and if you were not the lowest price it would be 80 times the lowest price divided by the actual price, so you would get a fraction of the 80 points. AVP received 80 points for the lowest price and the proposed schedule was worth 20% that is calculated using 20 points for the quickest schedule, so Q&S received 20 points for quickest schedule and AVP received 20 times the quickest schedule divided by their schedule. He then passed out that sheet from the bid packet and his calculation sheet to show that the bids were very close, however, Q&S Construction was the lowest evaluated bid.

DISCUSSION WAS HELD. VERBATIM DISCUSSION IS AVAILABLE OF THIS MEETING

COMMISSIONER MILLS pointed out that the motion on the floor was to accept the recommendation.

MAYOR AUSTIN confirmed that the motion on the floor was to accept the recommendation to award the bid to Q & S Construction.

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

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

WHEREUPON, Mayor Austin declared the municipal order defeated, affixed his signature and the date thereto, and ordered that the same be recorded.

/s/ Steve Austin
Steve Austin, Mayor
May 24, 2016

ATTEST:
Maree Collins, City Clerk _____

MR. RUSSELL SIGHTS, City Manager, explained that for the second year in a row the city has participated in the reverse bid for road salt. Finance Director Robert Gunter will provide the results and recommendation.

MR. ROBERT GUNTER, Finance Director, indicated that this reverse auction was sponsored by Kentucky Association of Counties and Kentucky League of Cities and last year the price we paid for road salt was \$86.00 per ton and this year it is \$84.50 per ton. Currently we have about 120 to 150 tons in inventory and we will draw this down as needed.

MUNICIPAL ORDER NO. 25-16:

MUNICIPAL ORDER AWARDING BID FOR PURCHASE OF 300 TONS OF ROAD SALT FOR 2016-2017 WINTER FROM COMPASS MINERALS AMERICA, INC., OVERLAND PARK, KANSAS IN THE AMOUNT OF \$84.50 PER TON

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MOTION by Commissioner Jan Hite, seconded by Commissioner Robert M. Mills, to award the bid for the purchase of 300 tons of road salt for the 2016-2017 winter season to Compass Minerals America, Inc. of Overland Park, Kansas, in the amount of \$84.50 per ton.

COMMISSIONER ROYSTER asked if this would be coming from the Evansville terminal if we had to pick it up? Mr. Gunter responded that it would be delivered but if we had to pick it up it would be at Owensboro.

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
 May 24, 2016

ATTEST:

Maree Collins, City Clerk _____

CITY MANAGER’S REPORT:

MR. RUSSELL R. SIGHTS, City Manager, announced that the Farmers’ Market will start tomorrow in Audubon Mill Park. A Special Event Permit has been issued by the City and all requirements have been met for the event to be conducted from 4:00 p.m. to 8:00 p.m. each Wednesday through September 28th except Wednesday, June 13th due to W. C. Handy Festival activities.

COMMISSIONER’S REPORT:

COMMISSIONER JOHNSTON indicated that he would like to echo the City Manager’s comments thanking everyone for their hard work on the budget. Staff does an amazing job of putting this together.

COMMISSIONER HITE indicated that with this being her last budget season she too wanted to express her sincere gratitude to Mr. Gunter and his staff. All the work that is put into it makes it very easy to review what the City has; what is being spent; and revenues coming in. Commissioner Hite stated, “It has been a pleasure to work with you during this time.” And I do also want to reiterate my thanks to Mr. Ward and Mr. Newman. She indicated that she really does appreciate the ingenuity in coming up with a process that was a little bit out of the box and trying to figure out what was going to work best. She further indicated that she certainly doesn’t want to discourage that type of thinking because sometimes thinking outside the box produces the best results, it just happened that in this case she didn’t agree with the recommendation.

 APPOINTMENT: CIVIL SERVICE COMMISSION:
 ROBERT “BOB” FARMER - TERM TO EXPIRE JUNE 1, 2019

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert M. Mills, upon recommendation of Mayor Austin, to appoint Robert “Bob” Farmer to the Civil Service Commission for a three year term ending June 1, 2019.

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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:

REAPPOINTMENT: CITY-COUNTY PLANNING COMMISSION:
 BOBBIE JARRETT – TERM TO EXPIRE JUNE 1, 2020

Motion by Commissioner Robert M. Mills, seconded by Commissioner Jesse Johnston, upon recommendation of Mayor Steve Austin, to reappoint Bobbie Jarrett to a four-year term on the City-County Planning Commission. Said term to expire June 1, 2020

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:

EXECUTIVE SESSION: LITIGATION

MOTION by Commissioner X R. Royster, seconded by Commissioner Jesse Johnston, to go into Executive Session pursuant to the provisions of KRS 61.810 (1) (c) for the discussion of pending litigation on behalf of the City involving the mass foreclosure.

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:

MEETING RECONVENED:

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

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:

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RESOLUTION NO. 22-16:

RESOLUTION AUTHORIZING THE ACCEPTANCE BY CITY OF HENDERSON A DEED FROM LAURA GREEN F/K/A LAURA GREEN THOMAS FOR PROPERTY LOCATED AT 1438 HELM STREET IN EXCHANGE FOR THE RELEASE OF CITY'S MECHANIC LIEN ON THE PROPERTY

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert Mills, to adopt this resolution authorizing the acceptance by the City of a deed from Laura Green f/k/a Laura Green Thomas for property located at 1438 Helm Street in exchange for the release of the City's Mechanic Lien on the property.

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
May 24, 2016

ATTEST:
Maree Collins, City Clerk _____

MEETING ADJOURN:

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

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:

WITHOUT OBJECTION, Mayor Austin declared the Meeting adjourned at approximately 6:40 p.m.

ATTEST: _____
Steve Austin, Mayor
June 14, 2016

Maree Collins, City Clerk

**City Commission Memorandum
16-125**

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: Kentucky Office of Homeland Security Projects

The accompanying resolution authorizes the Mayor to make application for and, upon approval, to enter into an agreement with the Kentucky Office of Homeland Security (KOHS), to execute any documents which are deemed necessary by KOHS to facilitate and administer the project and to act as the authorized correspondent for this project; and establishes procurement policy for any KOHS approved project for the FY-2016 application cycle.

Your approval of the attached resolution is requested.

c: Buzzy Newman

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF HENDERSON, KENTUCKY AUTHORIZING THE MAYOR TO MAKE APPLICATION FOR AND, UPON APPROVAL, TO ENTER INTO AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS), TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS RESOLUTION ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY-2016 APPLICATION CYCLE.

WHEREAS, the City of Henderson , Kentucky desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by Kentucky Office of Homeland Security:

WHEREAS, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the city:

NOW, THEREFORE, be it resolved this ___ day of _____ 2016, by the City of Henderson, Kentucky that the Mayor is hereby authorized to execute and furnish all required documentation, including a memorandum of agreement, as may be required by KOHS for the furtherance of the above-referenced project and to act as the authorized correspondent for said project.

For the purpose of any KOHS funded projects using FY-2016 funds the city will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$20,000, three (3) quotes will be obtained. For any equipment and/or services that exceeds \$20,000, the provisions of KRS 45A will apply.

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 _____	

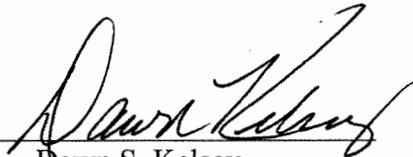
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 3 DAY OF
JUNE, 2016.**

By: 
Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-120**

June 10, 2016

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

The attached item for the Tuesday, June 14, 2016 agenda is final reading of an ordinance amending Article 10-Personnel of the Employee Manual.

As detailed in the attached Human Resources Memorandum 16-46 from Human Resources Director Connie Galloway, the update reflects changes to the list of positions exempt from civil service status.

Your approval of the attached ordinance is requested.

c: Connie Galloway
Robert Gunter

Human Resources Memorandum

16 – 46

May 17, 2016

TO: Russell R. Sights, City Manager

FROM: Connie Galloway, Human Resources Director

SUBJECT: Personnel Policy Update to Designate Non-Civil-Service Position

Included in the Henderson Water Utility operating budget proposal for Fiscal Year 2017 is the HWU Chief Financial Officer department head position that is now designated as non-civil service. Pursuant to KRS 90.300, non-civil-service positions are designated by ordinance; thus Article 10 – Personnel, in the *City of Henderson Employee Manual* should be updated to reflect the non-civil-service designation for this position.

ARTICLE 10 — PERSONNEL

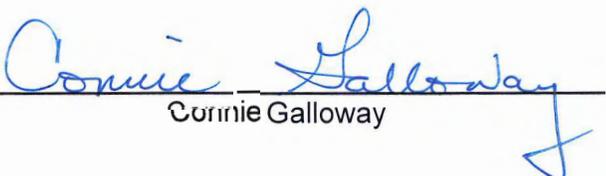
- A. The City of Henderson (hereinafter referred to as the City) Personnel Policies and Procedures shall govern conditions of employment for all regular full-time, part-time, and temporary/seasonal employees. The following are exempted from the applications of this duly established ordinance:
1. All elected officials.
 2. All members of boards and commissions of the City.
 3. Consultants, advisors and counsels rendering or tendering temporary professional services.
 4. Independent Contractors.
- B. All municipal employment positions not expressly exempt from application of this ordinance shall be subject to these provisions. The City Manager position, Assistant City Manager position, City Attorney, Staff Attorney, Information Technology Director, Parks & Recreation Director, Public Works Director, Public Information Specialist, Police Officers, Firefighters, HWU General Manager, HWU Chief Financial Officer and HWU Director of Engineering are exempt from those applications of this ordinance, which apply to Civil Service employment (i.e., City Manager, Assistant City Manager, City Attorney, Staff Attorney, Information Technology Director, Parks & Recreation Director, Public Works Director, Public Information Specialist, Police Officer, Firefighter, HWU General Manager, HWU Chief Financial Officer, and HWU Director of Engineering are not Civil Service positions).
- C. Administration: The Personnel Policies and Procedures established by ordinance shall be administered by the City Human Resources Director and staff.

It is also recommended to update Section 23-43 of the *Sewer Use Ordinance* reflecting the non-civil-service status of the HWU Chief Financial Officer position.

Sec. 23-43. – Employment of general manager, director of engineering and employees.

The water and sewer commission shall have power to employ, fix the compensation of, and discharge, the general manager, the chief financial officer and the director of engineering. The general manager shall direct, employ, fix the compensation of, and discharge all other employees of the works and systems. All employees of the works and systems, other than the positions of general manager, chief financial officer and director of engineering, shall be subject to and under the protection of the civil service system of the city.

Staff recommends updating the Personnel Policy and Sewer Use Ordinance accordingly.



Connie Galloway

ORDINANCE NO. 18-16

ORDINANCE AMENDING EMPLOYEE MANUAL REGARDING HENDERSON WATER UTILITY (HWU) CHIEF FINANCIAL OFFICER POSITION

SUMMARY: ORDINANCE AMENDING ARTICLE 10-*PERSONNEL*, OF THE EMPLOYEE MANUAL OF THE CITY OF HENDERSON, BY EXEMPTING HENDERSON WATER UTILITY (HWU) CHIEF FINANCIAL OFFICER POSITION FROM CIVIL SERVICE STATUS

BE IT ORDAINED by the City of Henderson, Kentucky that Article 10, *Personnel*, of the Employee Manual of the City of Henderson, is hereby amended as follows:

ARTICLE 10 — PERSONNEL

- A. The City of Henderson (hereinafter referred to as the City) Personnel Policies and Procedures shall govern conditions of employment for all regular full-time, part-time, and temporary/seasonal employees. The following are exempted from the applications of this duly established ordinance:
1. All elected officials.
 2. All members of boards and commissions of the City.
 3. Consultants, advisors and counsels rendering or tendering temporary professional services.
 4. Independent Contractors.
- B. All municipal employment positions not expressly exempt from application of this ordinance shall be subject to these provisions. The City Manager position, Assistant City Manager position, City Attorney, Staff Attorney, Information Technology Director, Parks & Recreation Director, Public Works Director, Public Information Specialist, Police Officers, Firefighters, HWU General Manager, HWU Director of Engineering, and HWU Chief Financial Officer are exempt from those applications of this ordinance, which apply to Civil Service employment (i.e., City Manager, Assistant City Manager, City Attorney, Staff Attorney, Information Technology Director, Parks & Recreation Director, Public Works Director, Public Information Specialist, Police Officer, Firefighter, HWU General Manager, HWU Director of Engineering and HWU Chief Financial Officer are not Civil Service positions).
- C. Administration: The Personnel Policies and Procedures established by ordinance shall be administered by the City Human Resources Director and staff.

This ordinance shall become effective upon its legal adoption.

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

PUBLICATION DATE: _____

FIRST READ: 05/24/2016
SECOND READ: _____

On roll call the vote stood:

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

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

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

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

Commissioner 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 17 DAY OF
MAY, 2016.**

By: 
Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-121**

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
RE: Revised Section 23-43 of the Sewer Use Ordinance

An item for the agenda of Tuesday, June 14, 2016, is final reading of an ordinance amending Section 23-43 of Article II, *Water and Sewer Service* of Chapter 23, *Utilities* of the City's Code of Ordinances.

The amendment adds the chief financial officer to the list of positions the water and sewer commission has power to employ, fix the compensation of, and discharge; and excludes the chief financial officer from the protection of the civil service system of the city.

The proposed changes were recommended at the Monday, May 16, 2016 Water and Sewer Commission meeting, as detailed in the attached memorandum.

Your approval of the attached ordinance is requested.

c: Tom Williams, HWU General Manager

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

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

TOM WILLIAMS, P.E.
GENERAL MANAGER

Date: 19 May 2016

Memo To: Mayor Steve Austin
Henderson City Commissioners
Russell Sights, City Manager
Buzzy Newman, Asst. City Manager
Dawn Kelsey, City Attorney

From: Tom Williams, P.E.
General Manager

Digitally signed by Tom Williams
DN: cn=Tom Williams,
o=Henderson Water Utility, ou=HWU,
email=williamst@hkywater.org, c=US
Date: 2016.05.19 13:10:25 -05'00'

Subject: Changes to City Ordinance Section 23-43

At its meeting on 16 May, the Water and Sewer Commission authorized an offer to a new Chief Financial Officer, replacing Leason Neel, who is retiring at the end of June. In line with recent City Department Head hires, this position will now be a non-Civil Service, contract employee.

This requires a minor change to Section 23-43 of the Water and Sewer Commission portion of the City Code of Ordinances, adding the CFO position to the list of those positions our Commission has the power to employ, fix compensation for, and discharge. That list also includes the General Manager and the Director of Engineering positions.

An ordinance making this change has been prepared by the City Attorney, and will be on the agenda for the Commission meeting on 24 May.

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

Human Resources Memorandum

16 – 46

May 17, 2016

TO: Russell R. Sights, City Manager

FROM: Connie Galloway, Human Resources Director

SUBJECT: Personnel Policy Update to Designate Non-Civil-Service Position

Included in the Henderson Water Utility operating budget proposal for Fiscal Year 2017 is the HWU Chief Financial Officer department head position that is now designated as non-civil service. Pursuant to KRS 90.300, non-civil-service positions are designated by ordinance; thus Article 10 – Personnel, in the *City of Henderson Employee Manual* should be updated to reflect the non-civil-service designation for this position.

ARTICLE 10 — PERSONNEL

- A. The City of Henderson (hereinafter referred to as the City) Personnel Policies and Procedures shall govern conditions of employment for all regular full-time, part-time, and temporary/seasonal employees. The following are exempted from the applications of this duly established ordinance:
1. All elected officials.
 2. All members of boards and commissions of the City.
 3. Consultants, advisors and counsels rendering or tendering temporary professional services.
 4. Independent Contractors.
- B. All municipal employment positions not expressly exempt from application of this ordinance shall be subject to these provisions. The City Manager position, Assistant City Manager position, City Attorney, Staff Attorney, Information Technology Director, Parks & Recreation Director, Public Works Director, Public Information Specialist, Police Officers, Firefighters, HWU General Manager, HWU Chief Financial Officer and HWU Director of Engineering are exempt from those applications of this ordinance, which apply to Civil Service employment (i.e., City Manager, Assistant City Manager, City Attorney, Staff Attorney, Information Technology Director, Parks & Recreation Director, Public Works Director, Public Information Specialist, Police Officer, Firefighter, HWU General Manager, HWU Chief Financial Officer, and HWU Director of Engineering are not Civil Service positions).
- C. Administration: The Personnel Policies and Procedures established by ordinance shall be administered by the City Human Resources Director and staff.

It is also recommended to update Section 23-43 of the *Sewer Use Ordinance* reflecting the non-civil-service status of the HWU Chief Financial Officer position.

Sec. 23-43. – Employment of general manager, director of engineering and employees.

The water and sewer commission shall have power to employ, fix the compensation of, and discharge, the general manager, the chief financial officer and the director of engineering. The general manager shall direct, employ, fix the compensation of, and discharge all other employees of the works and systems. All employees of the works and systems, other than the positions of general manager, chief financial officer and director of engineering, shall be subject to and under the protection of the civil service system of the city.

Staff recommends updating the Personnel Policy and Sewer Use Ordinance accordingly.



Connie Galloway

ORDINANCE NO. 19-16

ORDINANCE AMENDING SEWER USE ORDINANCE

SUMMARY: AN ORDINANCE AMENDING ARTICLE II, *WATER AND SEWER SERVICE*, OF CHAPTER 23, *UTILITIES*, SEC. 23-43, OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

WHEREAS, at its meeting on May 16, 2016, the Henderson Water and Sewer Commission recommended that the Board of Commissioners of the City of Henderson enact and adopt an amended Article II, *Water and Sewer Service*, of Chapter 23, *Utilities*, Sec. 23-43, *Employment of general manager, director of engineering and employees*, of the City's Code of Ordinances, commonly referred to as the "sewer use ordinance", which revised Article II, Chapter 23, is amended as follows:

Sec. 23-43. *Employment of general manager, director of engineering and employees.*

The water and sewer commission shall have power to employ, fix the compensation of, and discharge, the general manager, the chief financial officer and the director of engineering. The general manager shall direct, employ, fix the compensation of, and discharge all other employees of the works and systems. All employees of the works and systems, other than the positions of general manager, chief financial officer and director of engineering, shall be subject to and under the protection of the civil service system of the city.

NOW, THEREFORE, BE IT ORDAINED by the City of Henderson, Kentucky that the existing Article II, *Water and Sewer Service*, Sec. 23-43, of Chapter 23, *Utilities* of the City's Code of Ordinances be and is hereby amended, and the revised Article II, *Water and Sewer Service* of Chapter 23, *Utilities*, is hereby approved and adopted.

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

This ordinance shall become effective upon its legal adoption.

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

On roll call the vote stood:

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

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

PUBLICATION DATE: _____

FIRST READ: 05/24/2016
SECOND READ: _____

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 _____	

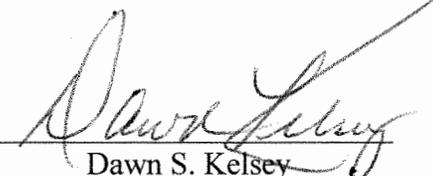
WHEREUPON, Mayor Austin declared the ordinance adopted, affixed his signature and the date and ordered that it be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-122

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: HWU Budget and Appropriation Ordinance

An item for consideration at the June 14, 2016 City Commission meeting is final reading of an Ordinance adopting the Fiscal 2017 Budget and Appropriation Ordinance for the fiscal year commencing July 1, 2016 for Henderson Water Utility.

The enclosed budget was adopted by the Water & Sewer Board at their Monday, May 16, 2016 meeting. The Operating Budget indicates projected revenues of \$18,629,010.00 with estimated operating expenses of \$18,038,112.00 and capital projects budgeted at \$3,424,400.00.

Your approval of the attached ordinance is requested.

c: Robert Gunter, Finance Director
Tom Williams, HWU General Manager
Leason Neel, HWU Chief Financial Officer

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

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

TOM WILLIAMS, P.E.
GENERAL MANAGER

Date: 17 May 2016

Memo To: Mayor Steve Austin
Henderson City Commissioners

From: Tom Williams, P.E.
General Manager

Digitally signed by Tom Williams
DN: cn=Tom Williams,
o=Henderson Water Utility,
ou=HWU,
email=twilliams@hkywater.org,
c=US
Date: 2016.05.13 14:33:14 -0500

Subject: Henderson Water Utility – 2016-2017
Operating and Capital Budget

The Water and Sewer Commission approved the attached Operating and Capital Budget document for Fiscal Year 2016-2017 at our meeting on 16 May 2016, and we are submitting this to the City Commission for consideration, discussion and approval. Commission approval assures our compliance with the requirements of HB 1.

Leason and I, along with other senior staff, will be available at the Commission meeting on May 24th, to answer any questions that may arise.

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

Cc: R. Paul Bird, Jr., Chairman, Water & Sewer Commission
Russell Sights, City Manager
Buzzy Newman, Asst. City Manager
Dawn Kelsey, City Attorney

ORDINANCE NO. 20-16

ORDINANCE ADOPTING HENDERSON WATER UTILITY BUDGET

SUMMARY: BUDGET AND APPROPRIATION ORDINANCE FOR THE FISCAL YEAR COMMENCING JULY 1, 2016 AND ENDING JUNE 30, 2017 FOR HENDERSON WATER UTILITY OF THE CITY OF HENDERSON, KENTUCKY

WHEREAS, the Henderson Water Utility has prepared a proposed Annual Budget for fiscal year commencing July 1, 2016, and ending June 30, 2017; and

WHEREAS, KRS 91A.030 requires the adoption of the budget and the appropriation ordinance by the Board of Commissioners based upon the budget submitted by the Henderson Water Utility.

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

1. The budget submitted to the Board of Commissioners by the Henderson Water Utility is hereby adopted and approved and said budget which is attached as Exhibit "A", shall be kept on file in the office of the City Clerk as part of the public record of the City.

2. This ordinance shall be effective as of July 1, 2016.

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

On roll call the vote stood:

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

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

PUBLICATION DATE: _____

-1-

FIRST READ: 05/24/2016
SECOND READ: _____

ORDINANCE NO. 20-16

On second reading of the foregoing 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 it be recorded.

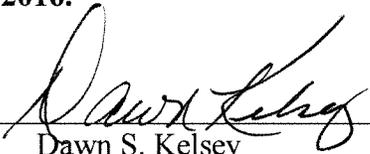
Steve Austin, Mayor

Date

ATTEST:

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney



Henderson Water Utility 2016–2017 Budget

Presented to the Water and Sewer Commission on May 16, 2016



North Water Treatment Plant Renovation



Water Tank Renovation



Administration Building Renovation



Stream Bank Remediation

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

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

TOM WILLIAMS, P.E.
GENERAL MANAGER

To: Water and Sewer Commissioners
From: Tom Williams, P.E., General Manager
Leason Neel, Chief Financial Officer
Re: 2016-2017 Proposed Budgets - Henderson Water Utility
Date: 6 May 2016

Presented here are the ***Henderson Water Utility 2016-2017 Operating and Capital Budgets***. We will discuss this in appropriate detail and seek your approval at the 16 May 2016 Board Meeting.

General:

The Operating Budget includes estimated revenues of \$ 18,629,010, which shows no increase from last year in spite of our previously approved 5.85% rate increase effective 1 July 2016. This is a conservative approach, based on recent trends in industrial use and uncertainty associated with our revenue stream.

This budget does not anticipate any additional borrowing for major projects. Capital projects in this budget will be paid from remaining funds available from the last tranche of borrowing, and from cash generated from operations. Our conservative budgeting and forecasting over the last several years has served us well, and our cash position is good, considering all we've done over the period since 2010.

Operating expenses are budgeted at \$ 18,038,112, a 5.28 % increase when compared to last year. The increase is largely due to higher projected costs for salaries, benefits, pension contributions, and power.

Operating Budget:

- Salaries and wages are based upon the 105 full-time budgeted positions identified below. With Commissioners, temporary/seasonal employees and interns, our total budgeted complement is 124.
- FICA and Medicare are determined by salaries and overtime charged at the applicable statutory rates.
- Life Insurance, Employee Assistance Program, and Cancer Insurance expenses are based on the number of eligible employees and rates supplied by the City.
- Medical Benefits expense is based on the number of eligible employees and the rate per employee supplied by the City.
- Workers Compensation charges are based upon 2015 - 2016 charges to date.

- Unemployment Insurance expense is based on 2017 projected rates from the City.
- Retirement Expense is based upon the required contributions of 18.68 % of gross wages for non-hazardous duty employees. Last year the required contribution was 17.06 %.
- Contractual Services is largely made up of four components:
 - Wastewater sludge trucking and disposal
 - Miscellaneous Consulting Services, when not charged to a specific project
 - Mowing and grounds maintenance covering all HWU facilities and properties
 - Laboratory Services, which includes field sampling, testing, laboratory analysis services, and annual calibration of lab equipment to maintain state certification.

Changes in some items compared to last year's budget:

Fuel: We have significantly lowered our planned expenditures in light of the continued trend of lower gasoline prices. While we can't predict that costs for regular gas will remain low, our use has been significantly under budget the last three years.

Repairs to Vehicles, Equipment and Structures: These numbers tend to bounce around from year to year, since expenditures depend on what breaks, when. We've lowered Equipment Repairs and Vehicle Maintenance given our recent experience, and increased Structure Repairs, based on trend to date in the current fiscal year. Doing more preventive maintenance in-house has lowered our Vehicle and Equipment repair costs, over the last two years. The rise in Tools and Small Equipment reflects some items being moved from Equipment Repairs to a more correct designation.

Utilities-Electric: This category is seeing a whopping 24% increase, year over year. This includes adjusting up based on two months experience with increased bills from the North WWTP and the new UV disinfection system. Two months is not a lot of data to base an estimate on, so we have tried to err on the conservative side. Another significant portion of the increase is due to a projected 34% increase in costs at the South Plants.

Personnel:

Last year's personnel budget (after amendment during the year) contained 100 full-time classified employees, the General Manager, the Director of Engineering (unfilled), 5 Water & Sewer Commissioners and 14 seasonal employees, for a total of 121 budgeted positions.

In the new budget, we will be at 105 full-time employee equivalents, including some unfilled positions as detailed below.

We are continuing the Seasonal "Treatment/Engineering Intern" positions, since we've had very good experience with the young people hired into these positions.

In Field Operations, we've had a problem keeping our crews at their full complement, partly due to paid time off (sick, vacation and personal). To address this, we added an additional

USW II position in 2015, and we wish to add a position for an additional Utility System Worker I in this budget. Currently, one USW I is tied up in “shop” duties (receiving, shipping, inventory, delivery of parts in the field). We’re adding a position for a Receiving/Inventory Clerk through reclassification, and will then be able to utilize that Utility System Worker position in the field. In future years, we may add an additional USW III, to flesh out another crew or provide a full crew of “floaters”.

Also in this budget, we are adding two Utility System Worker I “ghost” positions. This will function similar to what we’ve done in the past with these positions in other classifications. Our problem of late has been that, when a USW II or III position has opened due to retirement or promotion, we have not always had an incumbent employee in a lower classification that is prepared for the higher position. We prefer to hire from within, since our work in the field does require a high degree of training and we benefit from employee familiarity with our systems. With these two additional USW I’s, we will be able to hire entry level employees and train them to fill the higher positions. As they are ready and able, we would test in-house and promote from the ranks.

We have historically had two Utility System Superintendent positions in Field Operations, one responsible for “Maintenance” and the other for “Construction”. Construction included two partial crews, Maintenance included all the other field personnel working out of the SOC. As part of our reorganization strategy, we added an Assistant Superintendent position, which has been filled, and are not going to fill the Superintendent position held by Joe Bentley when he retires at the end of July (we will drop that position in next year’s budget). As part of this switch, we also relocated the pump station Maintenance staff under Kevin Roberts in the Plant Operations division. Now all plant and pump station maintenance forces will report to one person.

The single Superintendent and the Assistant Superintendent in Field Operations now share and subdivide duties within the department as they see fit. This will allow better coordination, more flexibility, and will serve as a form of succession planning.

Consequently, you will note a lot of movement on the Schedule of Budgeted Positions under SOC: Support 04-864, where our “Construction” crews have been moved to the SOC: Distribution-Collection-Maintenance category, 04-862. This accounts for this internal transfer from a bookkeeping standpoint. That division between Construction and Maintenance was formerly how we accounted for Capital construction vs. regular operations. Now, work orders in Cityworks will be used to make this distinction, and all our crews will be able to work interchangeably on Capital projects or day-to-day field work, as need dictates.

There are 14 total classified positions listed in the Water Treatment Operator I and II classifications; however there will never be more than 10 of those positions permanently filled. Four Water Treatment Plant Operator I positions exist, allowing us to hire and train new operators due to turnover or vacancy; but these positions are only filled when new, untrained operators are hired, and as they gain certification and experience, they will test up into the higher classification, not expanding our total working complement of 10 water operators.

There are also a total of 15 positions at Wastewater Treatment Operator I and II, but no more than 9 of these positions will be filled at any time. As wastewater operators test and promote, we will likely reduce the number of positions in the lower classification in future budgets. We made that change in 2015, to replicate the procedure on the Water side. We are dropping one WWTO I position in this budget; that position had been assigned to the sludge operation, and we're moving those duties to a new Maintenance Tech, for no net gain in positions.

Also, a total of 11 classified positions are listed as Maintenance Technician I, II and Senior; no more than 9 of these positions will be filled at any time during the budget cycle. Adding additional positions allowed us to establish a method of promotion and betterment for these employees as they achieve certification or licensure in their field. We made this change in 2014. We have added the sludge processing/maintenance position into this mix, and have eliminated that position in this budget. There was an outside vendor who had operated the drying beds for us on a contract basis for a number of years, but that gentleman passed away late last year and his family business is now closed, so we have added a total of two full-time Maintenance Tech I positions to assist with that operation and other maintenance around the North WWTP.

All of these "ghost" slots taken together overstate our actual full-time complement by fourteen positions, so that the grand total of 105 full-time positions overall will never actually exceed 91 actual employees (excluding our Commissioners), and not including seasonal and intern positions.

We are adding a position for an additional Water Quality Specialist, to provide additional support in the water and wastewater laboratory operations. As regulations get tighter and more intensive, we need more out of that department, particularly as it relates to increased distribution monitoring, treatment optimization in the plants and source water monitoring (at both water plants).

Finally, in the new fiscal year the next Chief Financial Officer will be a full-time, contractual employee in a non-Civil Service position, as we and the City have begun doing with department head and above positions. This will give us three such positions (GM, Director of Engineering and CFO).

Capital Budget:

Our Capital Budget for this year includes a total of \$ 3,424,400 in capital projects, vehicle replacements and new equipment. We have not included detailed descriptions of the items listed as they seem to be self-explanatory; details available on request. This is down from \$ 8.4 million last year, reflecting the completion of the large, bond-financed projects in the Long-Term Control Plan.

A small number of projects that were budgeted in the 2015-2016 fiscal year are being carried over into next year's budget as incomplete.

Completion of the North Wastewater Plant (Headworks) project in the third quarter of CY 2016 is the last piece necessary to complete our Long Term Control Plan (LTCP) as amended, as

required under a Consent Judgment with the Commonwealth of Kentucky. As we complete that long process, we look forward to termination of that judgment in the immediate future.

Our focus has shifted to Water System projects, including renovations at the North Water Plant, and planning for expansion/renovation at the South Water Plant. We have completed the first of a series of projects to renovate our nine water storage tanks with the Frontier Tank project. The Vine Street Tank is now under contract, and the College Tank will follow.

Also included in our plan is ongoing replacement of vehicles and upgrades to equipment, which we have not specified here, but will detail as the year progresses.

Based upon the limited funds available, our capital spending on new items in the 2016-2017 FY is restricted to \$ 2,500,000. We have included only one specific project under this category, the previously approved Vine Street Tank painting and rehab. Choosing to identify capital projects as we go through the year has worked well for us the last two years, where each project is brought to our Board in an Action Report, giving us the opportunity to review and discuss each project in depth. This allows us maximum flexibility to meet critical needs as the year passes, and increases Board oversight.

You have received a copy of our updated Strategic Plan under separate cover, which outlines our plans in the short and long terms for capital construction. This plan was first produced in 2014, and we'll continue to revise this blueprint yearly at about this time, to better tailor our budgeted capital expenditures to the needs identified in the plan, and to provide justification for our capital spending priorities.

A Final Note:

We want to thank our Administrative Staff for their diligence and hard work on this document. It represents a combined effort of many people. This group has an ongoing commitment to providing safe, clean, dependable, and reasonably priced water services, from intake to outfall.

HENDERSON WATER UTILITY

MANAGED BY THE CITY OF HENDERSON WATER & SEWER COMMISSION

Chairman

R. Paul Bird, Jr.

Board Members

Secretary

Commissioner George Jones

Commissioner John Henderson

Commissioner Gary L. Jennings, DMD

Commissioner Julie Wischer

General Manager

Tom Williams, P.E.

Department Directors

A. Leason Neel

Chief Finance Officer

Rodney Michael

Director of Field Operations

Kevin Roberts

Director of Plant Operations

Kenneth L. Ferry, P.E.

Chief Engineer

Tim Fischbeck

Information Technology Manager

John R. Baker, P.E.

Projects and Compliance Manager

Jeff Roberts

Automation Manager

Joe Bentley

Utility System Superintendent

Kevin Sturgill

GIS Manager

Glenn Frields

Utility System Superintendent

For information, please contact:

Henderson Water Utility

111 Fifth Street

Henderson, Kentucky 42420

270-826-2421

Henderson Water Utility
Operating Budget
For Year Ending June 30, 2017

	Budget For Year Ended June 30,2016	Budget For Year Ending June 30, 2017	% Budget To Budget Change
Operating Revenues			
Water Sales	\$ 7,556,325	\$ 7,556,325	
Water Penalties	28,435	28,435	
Water Fees	48,265	48,265	
Wastewater Sales	10,768,458	10,768,458	
Wastewater Penalties	37,932	37,932	
Wastewater Fees	189,595	189,595	
Intergovernmental	-	-	
Total Revenues and Contributions	<u>18,629,010</u>	<u>18,629,010</u>	0.00%
Salaries & Wages	4,168,209	4,362,020	4.65%
Overtime	205,926	209,476	1.72%
FICA	257,637	269,261	4.51%
Medicare	60,254	62,972	4.51%
Life Insurance	5,470	4,030	-26.33%
Medical Benefits	1,296,000	1,473,333	13.68%
Workmens Compensation	99,836	99,836	0.00%
Unemployment	9,221	9,221	0.00%
Retirement	746,227	853,956	14.44%
Medical Exams	6,000	6,000	0.00%
Clothing Allowance	18,975	19,525	2.90%
Cancer Ins.	8,195	10,325	25.98%
EAP	1,638	1,687	3.03%
Special Services	1,150	2,150	86.96%
Car Allowances	27,000	27,000	0.00%
Legal	35,000	35,000	0.00%
Trustee Expense	15,000	6,000	-60.00%
City Administrative Expense	601,000	636,000	5.82%
Contrib to Public Agency	47,500	47,500	0.00%
Insurance	278,100	292,005	5.00%
Accounting	20,000	21,000	5.00%
Depreciation	3,500,000	3,500,000	0.00%
Fuel	166,500	121,475	-27.04%
Tools & Small Equipment	128,650	196,350	52.62%
Office Furniture & Equipment	3,200	7,350	129.69%
Office and Field Supplies	178,800	203,374	13.74%
Chemicals	1,090,000	1,130,250	3.69%
Inventory	168,400	189,300	12.41%
Safety	55,400	66,200	19.49%
Repairs to Vehicles	70,200	50,200	-28.49%
Repairs to Equipment	277,300	194,800	-29.75%
Repairs to Structures	295,420	340,200	15.16%
Scada	34,424	44,914	30.47%
Telephone	50,271	73,647	46.50%
Dues & Subscriptions	14,448	19,178	32.74%
Continuing Education	64,440	75,866	17.73%
Utilities-Electric	1,410,154	1,748,205	23.97%
Utilities-Gas	37,050	37,050	0.00%
Miscellaneous	6,000	6,000	0.00%
Printing & Publications	4,300	11,600	169.77%
Contractual Services	1,220,052	1,113,400	-8.74%
Contract Labor	241,000	206,200	-14.44%
Rentals & Leases	56,315	64,215	14.03%
IT Expense	152,648	190,040	24.50%
Total Operating Expenses	<u>17,133,310</u>	<u>18,038,112</u>	5.28%
Net Operating Income	<u>\$ 1,495,700</u>	<u>\$ 590,898</u>	

Henderson Water Utility
Projected Cash Flow and
Unrestricted Investments
For Year Ending June 30, 2017

**Henderson Water Utility
 Projected Statement of Cash Flows
 For the Twelve Months Ended June 30, 2017**

Cash Flows from Operating Activities:	
Net Cash Provided by Operating Activities	<u>\$ 4,090,898</u>
Cash Flows from Non-Capital Financing Activities	
Distribution to the City of Henderson	(400,000)
Net Cash Used by Non-Capital Financing Activities	<u>(400,000)</u>
Cash Flows from Capital and Related Capital Activities:	
Acquisition and Construction of Capital Assets	(3,424,400)
Proceeds from Long-Term Debt	-
Principal Payment on Long-Term Debt	(2,251,146)
Interest Payment on Long-Term Debt	(991,409)
Contributed Capital - Government	250,000
Net Cash Used by Capital and Related Financing Activities	<u>(6,416,955)</u>
Cash Flows from Investing/Restricted Activities:	
Investment Income	25,000
Net Cash Provided (Used) by Investing/Restricted Activities:	<u>25,000</u>
Net Decrease in Cash and Unrestricted Investments	(2,701,057)
Cash and Unrestricted Investments and Designated Bond Proceeds, Beginning of Period	5,976,205
Cash and Unrestricted Investments and Designated Bond Proceeds, End of Period	<u><u>\$ 3,275,148</u></u>

Henderson Water Utility
Debt Service Payments
For Year Ending June 30, 2017

**Henderson Water Utility
Projected Debt Service Schedule
For Year Ending June 30, 2017**

	North Water	North Wastewater	North Stormwater	South Water	South Wastewater	For Year Ending 06/30/2017
2006 Bonds	129,805	31,574	157,871		31,574	\$ 350,825
2010 Series B		144,648				144,648
2012 Bonds		651,258				651,258
2013 Bonds		609,825				609,825
2014 Bonds	99,614	332,047		99,614		531,275
2015 B Bonds				91,699	91,699	183,399
2015 C Bonds			146,875			146,875
2016 B Bonds	218,558	249,780	156,113			624,450
	<u>\$ 447,977</u>	<u>\$ 2,019,132</u>	<u>\$ 460,859</u>	<u>\$ 191,313</u>	<u>\$ 123,274</u>	<u>\$ 3,242,555</u>
Debt Outstanding @ 6/30/16						\$ 40,032,239
New Debt						-
Portion of Debt Service Payments Representing Principal						(2,251,146)
Projected Debt Outstanding @ 6/30/17						<u>\$ 37,781,093</u>

Henderson Water Utility
Capital Budget
For Year Ending June 30, 2017

**Henderson Water Utility
Capital Budget
For Year Ending June 30, 2017**

Code / Project No. PROJECT	2015-2016 Approved	North Water	North Wastewater	Stormwater	South Water	South Wastewater	SOC	G&A
1802-0020 US 60W Water Booster Station	65,000	65,000						
1802-0035 NWWTP Headworks Project	100		100					
1802-0036 NWTP Rehabilitation	100	100						
1802-0051 SWTP Rehabilitation	170,000				170,000			
1802-0053 Countryview Subdivision Stormwater (50/50 project with City)	400,000			400,000				
1802-0054 Frontier Tank Project	35,000	35,000						
1802-0058 Atkinson Park Sewershed	64,000		64,000					
1802-0059 College Tank Project	12,000	12,000						
1802-0061 Finley Addition	13,000		13,000					
1802-0063 Clarifier Paint & Pipe	100				100			
1802-0064 North Main Street Pressure Zone	165,000	165,000						
1804-0014 Admin Bldg Improvements	100							100
Total Carryforward	924,400	277,100	77,100	400,000	170,100	-	-	100
1802-0060 Vine Street Tank Project	890,700	890,700						
Unidentified Capital Projects	1,609,300							
New Projects	2,500,000	890,700	-	-	-	-	-	-
Total Capital Budget	\$ 3,424,400	\$ 1,167,800	\$ 77,100	\$ 400,000	\$ 170,100	\$ -	\$ -	\$ 100

Henderson Water Utility
Budgeted Positions
For Year Ending June 30, 2017

Location / Department	Job Classification	Full Time Positions	
		Budgeted Positions	
		FY 15-16	FY 16-17
NWTP 01-811	Treatment Plant Operator Chief	1	1
	Water Treatment Operator, II	5	5
	Water Treatment Operator, I	2	2
	Water Quality Specialist	1	2
	Total	9	10
NWWTP 01-836	Treatment Plant Operator Chief	1	1
	Wastewater Treatment Operator, II	5	4
	Wastewater Treatment Operator, I	4	3
	Water Quality Specialist	1	1
	Treatment Plant Operator I (Part Time/Sludge Press)	0	0
	Treatment Plant Operator I (Full Time/Sludge Press)	1	0
	Total	12	9
PRE-TREAT 01-837	Environmental Compliance & Pretreatment Coordinator	1	1
	Total	1	1
SWTP 02-811	Treatment Plant Operator Chief	1	1
	Water Treatment Operator, II	5	5
	Water Treatment Operator, I	2	2
	Total	8	8
SWWTP 02-836	Treatment Plant Operator Chief	1	1
	Wastewater Treatment Operator, II	4	4
	Wastewater Treatment Operator, I	3	3
	Total	8	8
HWU ADMIN 03-803	HWU General Manager - Full Time Contract Employee	1	1
	HWU Chief Financial Officer - Full Time Contract Employee	1	1
	Director of Engineering - Full Time Contract Employee	1	1
	HWU Purchasing Manager	1	1
	Information Technology Manager	1	1
	Administrative Assistant	1	1
	Secretary, Senior	1	1
	Total	7	7
SOC: ADMIN & ENG 04-861	Director of Field Operations	1	1
	Director of Plant Operations	1	1
	HWU Chief Engineer	1	1
	Projects & Compliance Manager	1	1
	HWU Utility System Superintendent	2	2
	HWU Assistant Utility System Superintendent	1	1
	HWU Construction Inspector	1	1
	HWU Automation Manager	1	1
	HWU Safety & Training Coordinator	1	1
	Engineering Technician	1	1
	GIS Manager	1	1
	GIS Analyst	1	1
	Inventory Control Technician	1	1
	Receiving/Inventory Clerk	0	1
	Administrative Assistant	1	1
	Secretary, Senior (SOC)	1	1
	Secretary	1	1
Total	17	18	

Location / Department	Job Classification	Full Time Positions	
		Budgeted Positions	
		FY 15-16	FY 16-17
SOC: DIST - COLLECT- MAINT 04-862	Utility System Crew Leader	3	5
	Utility System Worker I	7	9
	Utility System Worker II	4	6
	Utility System Worker III	3	5
	Utility System Specialist	1	1
	HWU Maintenance Technician Sr	2	2
	HWU Maintenance Crew Leader	2	2
	HWU Maintenance Technician I	2	4
	HWU Maintenance Technician II	5	5
	Utility Locator/Geospatial Technician	1	1
Total	30	40	
SOC: AUTOMATION 04-863	HWU Automation Specialist	2	2
	Total	2	2
SOC: SUPPORT 04-864	Utility System Crew Leader	2	0
	Utility System Worker III	2	0
	Utility System Worker II	2	0
	Vehicle Mechanic	1	1
	Maintenance Welder	1	1
Total	8	2	
TOTAL NUMBER OF BUDGETED FULL TIME EMPLOYEES		102	105
Part Time & Seasonal Positions			
NWTP 01-811	HWU Seasonal Positions	1	1
NWWTP 01-836	HWU Seasonal Positions	1	1
SWTP 02-811	HWU Seasonal Positions	1	1
SWWTP 02-836	HWU Seasonal Positions	1	1
SOC 04-861	Secretary	0	0
SOC 04-861	Treatment/Engineering Interns - Seasonal	2	2
SOC 04-862	Utility System Worker Seasonal	0	4
SOC 04-862	HWU Seasonal Positions	0	3
SOC 04-864	Utility System Worker Seasonal	4	0
SOC 04-864	HWU Seasonal Positions	4	1
TOTAL BUDGETED PT & SEASONAL EMPLOYEES		14	14
HWU Admin 03-803 Commissioners	HWU Commissioner	5	5
	TOTAL BUDGETED W&S COMMISSIONERS	5	5
TOTAL NUMBER OF BUDGETED HWU EMPLOYEES		121	124

Note: While there are 14 positions total in the Water Treatment Operator I and II classifications, there will never be more than 10 of those positions filled.

While there are 16 positions total in the Wastewater Treatment Operator I and II classifications, there will never be more than 9 of those positions filled.

While there are 11 positions total in the Maintenance Technician I and II, and Sr. classifications, there will never be more than 9 of those positions filled.

While there are a total of 20 positions in the Utility Worker I, II & III classifications, there will never be more than 18 of those positions filled.

City of Henderson, Kentucky
Job Classifications, Grades
and Salary Ranges
For Year Ending June 30, 2017

City of Henderson, Kentucky
Grade & Salary Ranges
Effective July 1, 2016

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
1	18,469.76	22,164.44	26,780.72
2	19,563.11	23,474.57	28,365.65
3	20,655.31	24,785.92	29,950.61
4	21,748.67	26,097.20	31,534.37
5	22,840.84	27,408.51	33,119.33
6	23,931.80	28,719.83	34,701.91
7	25,026.35	30,031.17	36,288.04
8	26,117.35	31,341.28	37,870.62
9	27,210.71	32,652.60	39,455.58
10	28,302.87	33,963.93	41,040.52
11	29,396.21	35,274.03	42,623.10
12	30,488.40	36,586.53	44,208.06
13	31,580.57	37,896.68	45,791.82
13.5	34,262.43	40,026.54	45,791.82
14	32,673.93	39,208.01	47,377.97
15	33,766.09	40,519.32	48,959.37
15.5	34,996.84	41,978.70	48,959.37
16	34,858.26	41,829.46	50,544.29
17	35,951.63	43,140.78	52,129.26
18	37,043.81	44,452.08	53,714.20
19	38,135.98	45,763.40	55,297.98
20	39,228.14	47,074.72	56,880.58
21	40,321.49	48,386.05	58,466.70
22	41,413.66	49,696.17	60,049.28
23	42,505.84	51,007.46	61,634.22
24	43,599.21	52,318.80	63,219.18
25	44,691.38	53,628.92	64,802.94
26	45,784.72	54,941.41	66,386.71
27	46,875.71	56,710.00	67,970.48
28	47,970.24	57,562.88	69,556.63
29	49,061.24	58,874.17	71,138.01
30	50,155.77	60,185.52	72,725.35
31	51,246.74	61,495.65	74,307.92
32	52,340.11	62,806.93	75,892.87
33	53,432.28	64,118.26	77,476.64
34	54,523.27	65,429.59	79,059.20
35	55,617.81	66,740.89	80,645.36
36	56,708.78	68,051.03	82,229.11
37	57,803.32	69,363.54	83,814.07
38	58,894.32	70,673.67	85,397.83
39	59,987.69	71,983.79	86,981.61
40	61,079.83	73,296.30	88,565.37
41	62,172.01	74,606.43	90,149.15
42	63,265.39	75,917.75	91,735.28
43	64,357.55	77,229.07	93,317.85
44	65,450.91	78,540.37	94,903.99
45	66,543.07	79,850.50	96,486.57
46	67,635.27	81,161.82	98,071.54
47	68,727.42	82,473.14	99,656.47
48	69,819.59	83,784.45	101,237.89
49	70,912.97	85,095.77	102,824.02
50	72,005.12	86,405.89	104,407.78

City of Henderson, Kentucky Job Classifications & Grades

Code	Grade	Classification Title	FLSA
7001	3	Cashier-Recreation	N
6000	3	Custodial Worker	N
1001	3	School Crossing Guard	N
4000	5	Grounds/Maintenance Worker	N
4001	5	Sanitation Worker	N
4003	6	Crew Worker	N
4342	6	HWU Sludge Press Operator	N
4002	6	Sanitation Worker, Senior	N
4202	6	Vehicle Servicer Helper	N
0301	7	Account Clerk	N
4007	7	Landscape Technician	N
0112	7	Office Assistant	N
1000	7	Parking Enforcement Officer	N
0201	8	Data Entry Operator	N
6102	8	Municipal Facilities Assistant	N
7005	8	Recreation Center Worker	N
4203	8	Vehicle Servicer	N
0306	9	Account Representative	N
0307	9	Administrative Clerk	N
4004	9	Crew Worker, Senior	N
4040	9	Equipment Operator	N
3012	9	Gas System Worker	N
4006	9	Golf Course Maintenance Worker	N
4349	9	HWU Receiving/Inventory Clerk	N
0060	9	HWU Secretary	N
4312	9	HWU Utility System Worker I	N
3304	9	Meter Reader	N
0391	9	Occupational Tax Representative	N
4009	9	Scale Operator	N
0060	9	Secretary	N
3701	10	Bus Operator	N
4204	10	Bus Preventive Maintenance Technician	N
0302	10	HWU Inventory Control Technician	N
4325	10	HWU Maintenance Technician I	N
4330	10	HWU Wastewater Treatment Operator I	N
4321	10	HWU Water Treatment Operator I	N
0302	10	Inventory Control Technician	N
0304	11	Account Technician	N
4041	11	Equipment Operator, Senior	N
3005	11	Gas Distribution Technician	N
0061	11	HWU Secretary, Senior	N
4315	11	HWU Utility System Worker II	N
0061	11	Secretary, Senior	N
1302	12	Communications Officer	N
3105	12	Gas Measurement Technician	N
3001	12	Gas System Equipment Operator	N
0508	12	Human Resources Assistant	N
1202	12	Property Maintenance Inspector	N
3303	12	Utilities Servicer	N

Includes HWU Changes – To be substituted with official version after City Budget is complete

City of Henderson, Kentucky Job Classifications & Grades

Code	Grade	Classification Title	FLSA
1304	13	Communications Officer, Lead	N
3104	13	Engineering Technician	N
3104	13	HWU Engineering Technician	N
4313	13	HWU Utility Locator/Geospatial Technician	N
0210	13	Information Technology Operations Technician	N
0064	13	Legal Secretary	N
6104	13	Municipal Facilities Worker	N
1102	13.5	Firefighter	N
1100	13.5	Firefighter-In-Training (hrly)	N
1101	13.5	Firefighter-In-Training (shift)	N
1004	13.5	Police Officer	N
0305	14	Account Technician, Senior	N
0063	14	Administrative Secretary	N
0062	14	Benefits Coordinator	N
3108	14	Gas Servicer	N
4043	14	Heavy Equipment Operator	N
0063	14	HWU Administrative Assistant	N
4326	14	HWU Maintenance Technician II	N
4206	14	HWU Mechanic	N
4319	14	HWU Utility System Worker III	N
0390	14	Occupational Tax Representative, Senior	N
4206	14	Vehicle Mechanic	N
4044	15	Heavy Equipment Operator, Senior	N
6106	15	Municipal Facilities Worker, Senior	N
7006	15	Recreation Facilities Supervisor	E
1103	15.5	Fire Driver - Engineer	N
1204	16	Code Inspector	N
8100	16	Community Development Specialist	N
1203	16	Development Liaison	N
4355	16	HWU Environmental Compliance & Pretreatment Coordinator	N
4326	16	HWU Wastewater Treatment Operator II	N
3100	16	HWU Welder/Fabricator	N
3100	16	Maintenance Welder	N
0215	16	PC Support Specialist	N
4211	16	Transit Mechanic Supervisor	N
0010	17	Executive Assistant	N
3002	17	Gas Distribution Crew Leader	N
0510	17	Human Resources Specialist	N
4303	17	HWU Construction Crew Leader	N
4340	17	HWU GIS Analyst	N
4302	17	HWU Utility System Crew Leader	N
4304	17	HWU Utility System Specialist	N
4356	17	HWU Water Quality Specialist	N
1306	17	Radio Network Systems Technician	N
0311	17	Revenue Supervisor	N
0212	17	System Administrator	N
3308	17	Utility Billing Supervisor	N

City of Henderson, Kentucky Job Classifications & Grades

Code	Grade	Classification Title	FLSA
1104	18	Fire Lieutenant	N
4010	18	Golf Course Manager	E
4337	18	HWU Construction Inspector	N
4327	18	HWU Maintenance Technician, Senior	N
4334	18	HWU Water Treatment Operator II	N
1008	18	Police Sergeant	N
1106	20	Fire Captain	N
3003	20	Gas System Analyst	N
4335	20	HWU Maintenance Team Leader	N
4307	20	HWU Safety & Training Coordinator	N
0515	20	Safety & Training Coordinator	N
8020	21	Executive Director, Human Relations Commission	E
3004	21	Gas Construction Supervisor	N
3110	21	Gas Technical Supervisor	N
4341	21	HWU Assistant Utility System Superintendent	N
4338	21	HWU Automation Specialist	N
4334	21	HWU Wastewater Treatment Operator Chief	N
4333	21	HWU Water Treatment Operator Chief	N
4101	21	Parks and Cemeteries Superintendent	E
1311	22	Communications Supervisor	E
0213	22	Network Administrator	N
1012	22	Police Lieutenant	E
7010	23	Recreation Program Manager	E
1208	24	Code Inspector, Senior	N
2302	24	Engineering Assistant	E
4332	24	HWU GIS Manager	E
0221	24	Programmer Analyst	N
0020	25	City Clerk	E
4328	25	HWU Purchasing Manager	E
1110	27	Assistant Fire Chief	N
1014	27	Police Major	E
4106	28	Garage Superintendent	E
1210	30	Code Administrator	E
3006	30	Gas Distribution Superintendent	E
4329	30	HWU Construction Superintendent	E
4311	30	HWU Utility System Superintendent	E
4108	30	Sanitation Superintendent	E
4110	30	Street Superintendent	E
3711	30	Transit Superintendent	E
2310	31	Engineer	E
4314	31	HWU Projects & Compliance Manager	E
6110	31	Municipal Facilities Superintendent	E
0230	33	Applications Programming Manager	E
3008	33	Gas Distribution Engineer	E
4339	33	HWU Automation Manager	E
4331	33	HWU Information System Manager	E
0314	35	Accounting Manager	E
1016	35	Deputy Police Chief	E
0315	36	Assistant Finance Director	E

**City of Henderson, Kentucky
Job Classifications & Grades**

Code	Grade	Classification Title	<u>FLSA</u>
2320	37	City Engineer	E
3010	37	Gas Operations Manager	E
4308	37	HWU Chief Engineer	E
0520	38	Director, Human Resources	E
4357	38	HWU Director of Plant Operations	E
4310	42	HWU Director of Field Operations	E
1120	43	Fire Chief	E
1020	44	Police Chief	E
3020	45	Director, Gas System	E
0321	47	Director, Finance	E

PROPOSED

City of Henderson, Kentucky Job Classifications & Grades

Code	Grade	Classification Title	<u>FLSA</u>
A			
0301	7	Account Clerk	N
0306	9	Account Representative	N
0304	11	Account Technician	N
0305	14	Account Technician, Senior	N
0314	35	Accounting Manager	E
0307	9	Administrative Clerk	N
0063	14	Administrative Secretary	N
0230	33	Applications Programming Manager	E
0315	36	Assistant Finance Director	E
1110	27	Assistant Fire Chief	N
B			
0062	14	Benefits Coordinator	N
3701	10	Bus Operator	N
4204	10	Bus Preventive Maintenance Technician	N
C			
7001	3	Cashier-Recreation	N
0020	25	City Clerk	E
2320	37	City Engineer	E
1210	30	Code Administrator	E
1204	16	Code Inspector	N
1208	24	Code Inspector, Senior	N
1302	12	Communications Officer	N
1304	13	Communications Officer, Lead	N
1311	22	Communications Supervisor	E
8100	16	Community Development Specialist	N
4003	6	Crew Worker	N
4004	9	Crew Worker, Senior	N
6000	3	Custodial Worker	N
D			
0201	8	Data Entry Operator	N
1016	35	Deputy Police Chief	E
1203	16	Development Liaison	N
0321	47	Director, Finance	E
3020	45	Director, Gas System	E
0520	38	Director, Human Resources	E
E			
2310	31	Engineer	E
2302	24	Engineering Assistant	E
3104	13	Engineering Technician	N
4040	9	Equipment Operator	N
4041	11	Equipment Operator, Senior	N
0010	17	Executive Assistant	N
8020	21	Executive Director, Human Relations Commission	E

Includes HWU Changes – To be substituted with official version after City Budget is complete

City of Henderson, Kentucky Job Classifications & Grades

Code	Grade	Classification Title	<u>FLSA</u>
F			
1106	20	Fire Captain	N
1120	43	Fire Chief	E
1103	15.5	Fire Driver - Engineer	N
1104	18	Fire Lieutenant	N
1102	13.5	Firefighter	N
1100	13.5	Firefighter-In-Training (hrly)	N
1101	13.5	Firefighter-In-Training (shift)	N
G			
4106	28	Garage Superintendent	E
3004	21	Gas Construction Supervisor	N
3002	17	Gas Distribution Crew Leader	N
3008	33	Gas Distribution Engineer	E
3006	30	Gas Distribution Superintendent	E
3005	11	Gas Distribution Technician	N
3105	12	Gas Measurement Technician	N
3010	37	Gas Operations Manager	E
3108	14	Gas Servicer	N
3003	20	Gas System Analyst	N
3001	12	Gas System Equipment Operator	N
3012	9	Gas System Worker	N
3110	21	Gas Technical Supervisor	N
4006	9	Golf Course Maintenance Worker	N
4010	18	Golf Course Manager	E
4000	5	Grounds/Maintenance Worker	N
H			
4043	14	Heavy Equipment Operator	N
4044	15	Heavy Equipment Operator, Senior	N
0508	12	Human Resources Assistant	N
0510	17	Human Resources Specialist	N
0063	14	HWU Administrative Assistant	N
4341	21	HWU Assistant Utility System Superintendent	N
4339	33	HWU Automation Manager	E
4338	21	HWU Automation Specialist	N
4308	37	HWU Chief Engineer	E
4303	17	HWU Construction Crew Leader	N
4337	18	HWU Construction Inspector	N
4329	30	HWU Construction Superintendent	E
4310	42	HWU Director of Field Operations	E
4357	38	HWU Director of Plant Operations	E
3104	13	HWU Engineering Technician	N
4355	16	HWU Environmental Compliance & Pretreatment Coordinator	N
4340	17	HWU GIS Analyst	N
4332	24	HWU GIS Manager	E
4331	33	HWU Information System Manager	E
0302	10	HWU Inventory Control Technician	N
4335	20	HWU Maintenance Team Leader	N
4325	10	HWU Maintenance Technician I	N
4326	14	HWU Maintenance Technician II	N

City of Henderson, Kentucky Job Classifications & Grades

Code	Grade	Classification Title	FLSA
4327	18	HWU Maintenance Technician, Senior	N
4206	14	HWU Mechanic	N
4314	31	HWU Projects & Compliance Manager	E
4328	25	HWU Purchasing Manager	E
4349	9	HWU Receiving/Inventory Clerk	N
4307	20	HWU Safety & Training Coordinator	N
0060	9	HWU Secretary	N
0061	11	HWU Secretary, Senior	N
4342	6	HWU Sludge Press Operator	N
4313	13	HWU Utility Locator/Geospatial Technician	N
4302	17	HWU Utility System Crew Leader	N
4304	17	HWU Utility System Specialist	N
4311	30	HWU Utility System Superintendent	E
4312	9	HWU Utility System Worker I	N
4315	11	HWU Utility System Worker II	N
4319	14	HWU Utility System Worker III	N
4334	21	HWU Wastewater Treatment Operator Chief	N
4330	10	HWU Wastewater Treatment Operator I	N
4326	16	HWU Wastewater Treatment Operator II	N
4356	17	HWU Water Quality Specialist	N
4333	21	HWU Water Treatment Operator Chief	N
4321	10	HWU Water Treatment Operator I	N
4334	18	HWU Water Treatment Operator II	N
3100	16	HWU Welder/Fabricator	N
I			
0210	13	Information Technology Operations Technician	N
0302	10	Inventory Control Technician	N
L			
4007	7	Landscape Technician	N
0064	13	Legal Secretary	N
M			
3100	16	Maintenance Welder	N
3304	9	Meter Reader	N
6102	8	Municipal Facilities Assistant	N
6110	31	Municipal Facilities Superintendent	E
6104	13	Municipal Facilities Worker	N
6106	15	Municipal Facilities Worker, Senior	N
N			
0213	22	Network Administrator	N
O			
0390	14	Occupational Tax Representative, Senior	N
0391	9	Occupational Tax Representative	N
0112	7	Office Assistant	N

City of Henderson, Kentucky Job Classifications & Grades

Code	Grade	Classification Title	<u>FLSA</u>
P			
1000	7	Parking Enforcement Officer	N
4101	21	Parks and Cemeteries Superintendent	E
0215	16	PC Support Specialist	N
1020	44	Police Chief	E
1012	22	Police Lieutenant	E
1014	27	Police Major	E
1004	13.5	Police Officer	N
1008	18	Police Sergeant	N
0221	24	Programmer/Analyst	N
1202	12	Property Maintenance Inspector	N
R			
1306	17	Radio Network Systems Technician	N
7005	8	Recreation Center Worker	N
7006	15	Recreation Facilities Supervisor	E
7010	23	Recreation Program Manager	E
0311	17	Revenue Supervisor	N
S			
0515	20	Safety & Training Coordinator	N
4108	30	Sanitation Superintendent	E
4001	5	Sanitation Worker	N
4002	6	Sanitation Worker, Senior	N
4009	9	Scale Operator	N
1001	3	School Crossing Guard	N
0060	9	Secretary	N
0061	11	Secretary, Senior	N
4110	30	Street Superintendent	E
0212	17	System Administrator	N
T			
4211	16	Transit Mechanic Supervisor	N
3711	30	Transit Superintendent	E
U			
3308	17	Utility Billing Supervisor	N
3303	12	Utilities Servicer	N
V			
4206	14	Vehicle Mechanic	N
4203	8	Vehicle Servicer	N
4202	6	Vehicle Servicer Helper	N

City Commission Memorandum
16-123

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Adoption of Fiscal 2017 Budget and Appropriations

An item for the agenda of Tuesday, June 14, 2016 is final reading of an ordinance adopting the Fiscal 2017 Budget and Appropriation Ordinance for the fiscal year commencing July 1, 2016.

The budget reflects the changes as discussed in the May 18, 2016 work session which are enumerated in the attached memorandum from Robert Gunter, Director of Finance.

The Fiscal 2017 appropriation totals \$80,747,000.00 which includes \$31,930,000.00 for the General Fund, \$16,540,000.00 for the Natural Gas Fund, and \$7,543,000.00 for the Health Insurance Fund.

I want to express my appreciation to all City employees who participated in any way with the preparation of this proposed budget. I also want to thank the Mayor and Commissioners for their consideration and support.

Your approval of the attached ordinance is requested.

c: Robert Gunter
Paul Titzer

FINANCE DEPARTMENT MEMORANDUM
16-23 Revised

May 19, 2016

TO: Russell Sights, City Manager

FROM: Robert Gunter, Finance Director

SUBJECT: Changes to the Fiscal 2017 Draft Budget

Based on the discussions from the budget work session, the following are the changes that have been made to the Fiscal 2017 Draft Budget.

General Fund:

- Planning/GIS account number 10-90-298-4456: The total was reduced by \$3,500 from \$346,170 to \$342,670. This was done to match the budget changes requested by Henderson County.
- Golf overtime account number 10-35-452-4104: The total was increased by \$2,000 from \$2,810 to \$4,810. This is due to the new FLSA overtime regulations that will become effective December 1, 2016.
- Recreation overtime account number 10-35-454-4104: The total was increased by \$2,000 from \$870 to \$2,870. This is due to the new FLSA overtime regulations that will become effective December 1, 2016.
- Reserve for Contingency account number 10-90-298-4711: This was decreased by \$500 from \$69,800 to \$69,300. The various adjustments above were applied to this account.

The General Fund's Fiscal 2017 budget remains at \$31,930,000.

Sanitation Fund:

- Walks, Drives and Fences account number 57-45-345-4611: \$18,000 was added for concrete and dirt work to construct a construction and demolition debris transfer area for the landfill.

The Sanitation Fund's Fiscal 2016 budget will increase to \$3,262,000.

A revised budget ordinance is attached.



Robert Gunter

ORDINANCE NO. 21-16

BUDGET AND APPROPRIATION ORDINANCE
FOR THE FISCAL YEAR COMMENCING JULY 1,
2016 AND ENDING JUNE 30, 2017 FOR THE CITY
OF HENDERSON, KENTUCKY

WHEREAS, the City Manager has prepared a proposed Annual Budget for fiscal year commencing July 1, 2016, and ending June 30, 2017, pursuant to KRS 83A.150; and

WHEREAS, KRS 91A.030 requires the adoption of the budget and the appropriation ordinance by the Board of Commissioners based upon the budget submitted by the City Manager.

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

1. The budget submitted to the Board of Commissioners by the City Manager is hereby adopted and approved and said budget is incorporated herein by reference, and three copies thereof, signed by the Mayor, shall be kept on file in the office of the City Clerk as part of the public record of the City.

2. There is hereby appropriated from the General and Special Fund Accounts of the City of Henderson and allocated to the various Funds of the City the following amounts:

FISCAL 2017 BUDGET
APPROPRIATION

GENERAL FUND

GENERAL FUND EXPENDITURE TOTAL	\$ 26,720,000
TRANSFER TO PWI	1,109,000
TRANSFER TO MASS TRANSIT	684,000
TRANSFER TO CONSTRUCTION FUND	420,000
TRANSFER TO EMERGENCY COMM.	967,000
TRANSFER TO POLICE/FIRE PENSION	404,000
TRANSFER TO CIVIL SERVICE PENSION	179,000
TRANSFER TO CEMETERY	204,000
TRANSFER TO BOND FUND	1,243,000
TOTAL GENERAL FUND	<u>\$ 31,930,000</u>

PUBLICATION DATE: _____

FIRST READ: 05/24/2016
SECOND READ: _____

NATURAL GAS FUND	\$ 16,540,000
HEALTH REIMBURSEMENT ARRANGE.	420,000
CIVIL SERVICE PENSION FUND	185,000
POLICE & FIRE PENSION FUND	404,000
CEMETERY FUND	405,000
HEALTH INSURANCE FUND	7,543,000
BOND FUND	4,308,000
PUBLIC WAY IMPROVEMENT FUND	1,765,000
CONSTRUCTION FUND	9,124,000
FLOOD MITIGATION FUND	861,000
HART OPERATING FUND	1,649,000
SANITATION FUND	3,262,000
EMERGENCY COMMUNICATIONS FUND	1,839,000
COMMUNITY DEVELOPMENT FUND	510,000
POLICE INVESTIGATION FUND	20,000
TRI-COUNTY RECYCLING	20,000

3. The number and classifications of City employees as recited in the Annual Budget is approved as presented.

4. \$4,000 of the Fire Department's Personnel Service Expense will be designated as Investigative Other Pay.

5. The City Manager is authorized to hire an additional two (2) police officers when it is deemed necessary by the Chief of Police and the City Manager due to the length of training necessary for this position.

6. This Ordinance shall be effective as of July 1, 2016.

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

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

On second reading of the foregoing 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 it be recorded.

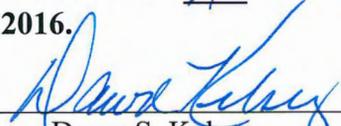
Steve Austin, Mayor

Date

ATTEST:

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-130

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
RE: Revised Section 302.4 of the Property Maintenance Code

An item for the agenda of Tuesday, June 14, 2016, is first reading of an ordinance amending Section 302.4 of the Property Maintenance Code of the City's Code of Ordinances.

The amendment clarifies that the height of grass is at ten (10) inches before the City has the power to cut the grass at the expense of the property owner.

The proposed change was researched by City Clerk Maree Collins and recommended by Assistant City Manager William L. Newman, Jr., as detailed in the attached memorandum.

Your approval of the attached ordinance is requested.

c: William L. Newman, Jr., Assistant City Manager
Maree Collins, City Clerk

Interdepartmental Memorandum

June 7, 2016

TO: Russell R. Sights, City Manager

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

SUBJECT: Property Maintenance Code - Grass Height

Pursuant to City Clerk Maree Collins' efforts in researching the history of the property maintenance code for the City, attached is an email explaining the history of the property maintenance code as it relates to grass heights.

It is recommended that the City revise Ordinance section *302.4 Weeds* in order to clarify that the height of grass is ten (10) inches.

William Newman

From: Theresa Richey
Sent: Monday, June 06, 2016 9:38 AM
To: William Newman; Russell Sights; John Stroud
Subject: FW: General nuisance - grass

From: Maree Collins
Sent: Friday, June 03, 2016 11:50 AM
To: Theresa Richey
Cc: Dawn S. Kelsey
Subject: RE: General nuisance - grass

OK, this is what I found....

In 1996 the City Clerk wrote several letters explaining that the Building Officials and Code Administrators (BOCA) National Property Maintenance Code addresses the problem of excessive growth of weeds or grass and that this Code specifies that grass 10 inches or more must be cut or the City has the power to cut the grass at the expense of the property owner.

In 2001 we changed from BOCA to International Property Maintenance Code (IPMC) – which an online search indicates included the 10” height requirement in Section 302.4 *Weeds*

Another online search found that the 2003 IPMC has a blank space for the jurisdiction to specify instead of the reference to 10”.

In October 2012 Code staff brought to the attention of the City Attorney that Article V, Section 7-185 Penalty still referenced BOCA instead of the International Property Maintenance Code that was adopted by the City in February 2001. Due to this fact the County Attorney could not allow Code staff to bring criminal charges to enforce this provision.

As proposed, the section will be amended to separate out Civil Penalties and Criminal Penalties for violations to bring us to enforcement regulations. Civil penalties of a fine of not less than \$10 nor more than \$1,000 and Criminal penalties shall constitute a Class A Misdemeanor offense and a fine of not less than \$10 nor more than \$500. Each day that a violation continues after due notice shall be treated as a separate offense.

(from ordinance cover memo-October 2012 agenda packet)

The 2012 International Property Maintenance continues to have a blank in the section 302.4 *Weeds* that the jurisdiction is to insert the height in inches. I find no official record that we adopted a specific height but continued to enforce the 10” height as detailed in the old BOCA and IPMC regulations.

The 2015 IPMC also has the blank for the jurisdiction to name the height in section 302.4 relating to weeds and grass.

I found no hits in either City Manager or City Clerk files for the height of weeds/grass.

From: Theresa Richey
Sent: Thursday, June 02, 2016 3:57 PM
To: Maree Collins
Subject: General nuisance - grass

Dawn suggested we ask you to research how the 10" rule of tall grass violation came into effect. We cannot find that specifically stated in the Code or Ordinances.

If this makes no sense please give me a call at your convenience.

Thanks,
Theresas

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* that such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURISDICTION TO INSERT HEIGHT IN INCHES]. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of viola-

tion, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. Accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is not less than 54 inches (1372 mm) above the bottom of the

ORDINANCE AMENDING PROPERTY MAINTENANCE CODE

SUMMARY : ORDINANCE AMENDING SECTION 7-184. - ADOPTION OF BASIC PROPERTY MAINTENANCE CODE. OF ARTICLE V PROPERTY MAINTENANCE CODE OF THE CITY OF HENDERSON CODE OF ORDINANCES RELATING TO SECTION 302.4 WEEDS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

BE IT ORDAINED by the City of Henderson, Kentucky, that Sec. 7-184 *Adoption of Basic Property Maintenance Code* of Article V, Property Maintenance Code of the City of Henderson Code of Ordinances relating to Section 302.4 *Weeds* of the International Property Maintenance Code, is hereby amended as follows:

ARTICLE V. - PROPERTY MAINTENANCE CODE

Sec. 7-184. - Adoption of Basic Property Maintenance Code.

There is hereby adopted the International Property Maintenance Code (IPMC) and all amendments thereto and subsequent editions thereof, as published by the International Code Council Inc., which code shall be in full force and effect as if set out fully herein. A copy of such code shall be kept on file in the city clerk's office. A height not to exceed ten inches (10") is hereby set for IMPC Section 302.4 Weeds.

This ordinance shall become effective upon its legal adoption.

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

On roll call the vote stood:

Commissioner Royster _____
Commissioner Mills _____
Commissioner Johnston _____

Commissioner Hite _____
Mayor Austin _____

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 Mills _____
Commissioner Johnston _____

Commissioner Hite _____
Mayor Austin _____

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

Steve Austin, Mayor

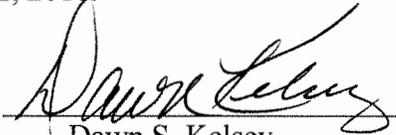
Date: _____

ATTEST:

Maree Collins, City Clerk

APPROVED AS TO FORM AND
LEGALITY THIS 8 DAY OF
JUNE, 2016.

By:



Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-131**

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: Amendment of 2016 Appropriation Ordinance

An item for consideration at the meeting of Tuesday, June 14, 2016, is first reading of an ordinance amending the Fiscal 2016 Budget and Appropriation ordinance for the fiscal year ending June 30, 2016.

Finance Department Memorandum 16-28, enclosed, reviews the changes in detail.

Your approval of the attached ordinance is requested.

c: Robert Gunter

FINANCE DEPARTMENT MEMORANDUM
16-28

June 9, 2016

TO: Russell Sights, City Manager
FROM: Robert Gunter, Finance Director
SUBJECT: Budget Amendments

After reviewing the fiscal 2016 budget, I suggest the following changes.

General Fund: Chief Foreman requested an additional appropriation in the amount \$9,000 for clothing supplies. These expenses were reimbursed by insurance proceeds when fire turnouts were damaged during an emergency run.

10-3730	Insurance Recovery	\$9,000
10-20-232-4207	Clothing	\$9,000

General Fund: Due to concrete street repairs on North Elm Street, we will need an additional \$85,000 for transfers to the Public Way Improvement (PWI) Fund. After these two adjustments, the General Fund appropriation will increase from \$31,911,000 to \$32,005,000.

10-90-599-4701	Transfer to PWI	\$85,000
----------------	-----------------	----------

Health Reimbursement Arrangement (HRA): As of today, \$429,335 has been spent to reimburse employees. I believe another \$50,000 will be enough to cover the remaining weeks of this fiscal year. The HRA Fund appropriation will increase from \$430,000 to \$480,000.

29-3855	Transfer from Health Fund	\$50,000
29-90-298-4546	HRA Claims	\$50,000

Health Insurance Fund: Due to some large claims in January and February, we will exceed this year's appropriation. Another \$350,000 should be enough to cover claims and to reimburse the HRA fund. The Health Insurance Fund appropriation will increase from \$6,804,000 to \$7,154,000.

45-90-4501	Insurance Expense	\$300,000
45-90-599-4704	Transfer to HRA	\$ 50,000

Bond Fund: The 2015B bonds were issued in August of last year and the first principal payment of \$160,000 was made in May of this year. The 2016B bonds were issued in March of this year and the City made an initial bond payment of \$35,000, also in May. We will need to appropriate an additional \$195,000 to cover these payments. These bonds were issued on behalf of HWU. The Bond Fund appropriation will increase from \$3,655,000 to \$3,850,000.

48-3797	HWU Contribution	\$195,000
48-90-598-4588	Bonds 2015	\$160,000
48-90-597-4589	Bonds 2016	\$ 35,000

Public Way Improvement Fund: Due to concrete street repairs on North Elm Street, we will need an additional \$85,000 in minor street repairs. Funding will come from the General Fund. The PWI Fund appropriation will increase from \$1,957,000 to \$2,042,000.

50-3851	Transfer from General Fund	\$85,000
50-45-342-4316	Minor Street Repair	\$85,000

Sanitation Fund: Based on higher commercial use, the disposal fees at the transfer station will exceed the fiscal 2016 budget. Based on the new volume and revenue, we need to increase the disposal fees for the transfer station. The Sanitation Fund appropriation will increase from \$3,094,000 to \$3,594,000.

57-3747	Transfer Station Fees	\$500,000
57-45-346-4470	Disposal Fee	\$500,000

Community Block Grant Fund: In order to get under the 1.5 ratio, there has been a lot more activity in this fund. Although it will be very close, the reimbursement of grant administration and other final expenses could put us over budget. To be on the safe side, I would recommend increasing this by \$79,000. The CDBG Fund appropriation will increase from \$321,000 to \$400,000.

81-3760	CDBG Revenue	\$79,000
81-10-017-4840	Rehabilitation	\$79,000

I have attached a budget ordinance. Please let us know if you need additional information.



 Robert Gunter

Attachment

ORDINANCE NO. _____

ORDINANCE AMENDING BUDGET AND APPROPRIATION ORDINANCE

SUMMARY: AN ORDINANCE AMENDING BUDGET AND APPROPRIATION ORDINANCE FOR THE FISCAL YEAR COMMENCING JULY 1, 2015 AND ENDING JUNE 30, 2016 FOR THE CITY OF HENDERSON, KENTUCKY

WHEREAS, on June 23, 2015, the City of Henderson adopted its annual budget and appropriation ordinance for the fiscal year commencing July 1, 2015 and ending June 30, 2016, being Ordinance No. 18-15, and,

WHEREAS, on November 24, 2015, the City of Henderson amended its annual budget and appropriation ordinance for the fiscal year commencing July 1, 2015 and ending June 30, 2016, being Ordinance No. 31-15, and,

WHEREAS, on March 22, 2016, the City of Henderson again amended its annual budget and appropriation ordinance for the fiscal year commencing July 1, 2015 and ending June 30, 2016, being Ordinance No. 8-16, and,

WHEREAS, the City Manager recommends that the following additional amendments be adopted.

NOW, THEREFORE, BE IT ORDAINED by the City of Henderson, Kentucky, that Ordinance No. 8-16 is amended as follows:

1. The budget submitted to the Board of Commissioners by the City Manager for fiscal year 2015 - 2016 is hereby amended as follows:

GENERAL FUND

ADMINISTRATION	\$	2,594,430	\$	2,594,430
FINANCE		2,319,520		2,319,520
FIRE		5,883,400		5,892,400
PARKS & RECREATION		1,889,060		1,889,060
POLICE		7,065,020		7,065,020
PUBLIC WORKS		2,577,340		2,577,340
INFORMATION TECHNOLOGY		1,263,740		1,263,740
TRANSFERS/AGENCIES		8,318,490		8,403,490
TOTAL	\$	31,911,000	\$	32,005,000

2. There is hereby appropriated from the General and Special Fund Accounts of the City of Henderson and allocated to the various Funds of the City the following amounts:

GENERAL FUND

GENERAL FUND EXPENDITURE TOTAL	\$ 26,063,000	\$ 26,072,000
TRANSFER TO PWI	1,279,000	1,364,000
TRANSFER TO MASS TRANSIT	840,000	840,000
TRANSFER TO CONSTRUCTION FUND	846,000	846,000
TRANSFER TO EMERGENCY COMM.	1,097,000	1,097,000
TRANSFER TO POLICE/FIRE PENSION	423,000	423,000
TRANSFER TO CIVIL SERVICE PENSION	187,000	187,000
TRANSFER TO CEMETERY	262,000	262,000
TRANSFER TO BOND FUND	914,000	914,000
TOTAL GENERAL FUND	<u>\$ 31,911,000</u>	<u>\$ 32,005,000</u>
NATURAL GAS FUND	\$ 17,024,000	
HEALTH REIMBURSEMENT ARRANGE.	\$ 430,000	\$ 480,000
CIVIL SERVICE PENSION FUND	\$ 192,000	
POLICE & FIRE PENSION FUND	\$ 423,000	
CEMETERY FUND	\$ 449,000	
HEALTH INSURANCE FUND	\$ 6,804,000	\$ 7,154,000
BOND FUND	\$ 3,655,000	\$ 3,850,000
PUBLIC WAY IMPROVEMENT FUND	\$ 1,957,000	\$ 2,042,000
CONSTRUCTION FUND	\$ 14,814,000	
FLOOD MITIGATION FUND	\$ 1,100,000	
HART OPERATING FUND	\$ 1,596,000	
SANITATION FUND	\$ 3,094,000	\$ 3,594,000
EMERGENCY COMMUNICATIONS FUND	\$ 2,026,000	
COMMUNITY DEVELOPMENT FUND	\$ 321,000	\$ 400,000
HOME FUND	\$ 198,000	
POLICE INVESTIGATION FUND	\$ 22,000	
HENDERSON RECYCLING	\$ 500,000	
TRI-COUNTY RECYCLING	\$ 234,000	

3. This Ordinance shall be effective as of July 1, 2015.

This ordinance of amendment shall become effective upon its legal adoption.

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

On roll call the vote stood:

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

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

On second reading of the foregoing 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 it be recorded.

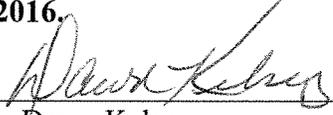
 Steve Austin, Mayor

 Date

ATTEST:

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 8 DAY OF JUNE, 2016.

By: 
Dawn Kelsey
City Attorney

City Commission Memorandum
16-132

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Supplemental Health Insurance - Police & Fire Pension Retirees

The accompanying resolution approves reimbursing supplemental health insurance premiums up to \$239.00 per month, to Police and Fire Pension retirees and their spouses who are entitled to or are receiving Medicare benefits. This is a \$2.00 increase from the \$237.00 that was paid in fiscal 2016.

KRS 95.624 allows Police & Fire Pension Funds to provide supplemental health insurance for those retirees and their spouses who are entitled to or are receiving Medicare benefits if providing such will not jeopardize the pension fund's ability to pay other existing retirement and survivor benefits.

The Board of Trustees of the City of Henderson Police and Fire Pension Fund determined that the payment amount of \$239.00 per month, on a reimbursement basis, would not jeopardize the ability of the pension fund to pay existing benefits and recommends approval.

Your approval of the attached resolution is requested.

c: Robert Gunter

FINANCE DEPARTMENT MEMORANDUM
16-25

June 8, 2016

TO: Russell Sights, City Manager
FROM: Robert Gunter, Finance Director
SUBJECT: Supplemental Health Insurance

As established in the fiscal 2017 budget, the monthly supplemental health insurance reimbursement for the Civil Service and Police & Fire Pension Funds retirees will be set at \$239.00 per month. This is a \$2.00 increase from the \$237.00 that was paid in fiscal 2016.

The Boards of Trustees of each plan agreed to allow the City Manager to set the annual reimbursement during the budget process.



Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING REIMBURSEMENT PAYMENTS
OF UP TO \$239 PER MONTH FOR SUPPLEMENTAL HEALTH
INSURANCE PREMIUMS TO CITY OF HENDERSON POLICE
AND FIRE PENSION PLAN RETIREES AND THEIR SPOUSES
WHO ARE ENTITLED TO OR ARE RECEIVING MEDICARE
BENEFITS

WHEREAS, effective July 15, 2008, Kentucky law was amended to allow police and fire pension funds, such as the one now in existence for the City of Henderson, to provide supplemental health insurance for those retirees and their spouses who are entitled to or are receiving Medicare benefits, if the providing of supplemental health insurance will not jeopardize the ability of the pension fund to pay other existing retirement and survivor benefits; and

WHEREAS, the Board of Trustees of the City of Henderson Police and Fire Pension Fund has determined that the payment of up to \$239 per month for such insurance to the retirees of the fund and their spouses, on a reimbursement basis, will not jeopardize the ability of the fund to pay other existing benefits, and have recommended to the Board of Commissioners that the payments be approved.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the Board of Trustees of the City of Henderson Police and Fire Pension Fund is accepted, and the payment from the fund of up to \$239 per month, on a reimbursement basis, for supplemental health insurance premiums to the retirees of the fund and their spouses who are entitled to or are receiving Medicare benefits, is hereby approved.

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

Commissioner 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.

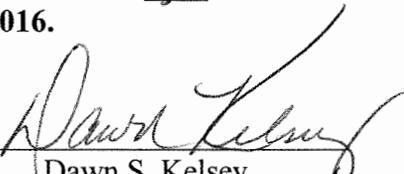
Steve Austin, Mayor

Date: _____

ATTEST:

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 8 DAY OF
JUNE, 2016.**

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-126

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Appointment of Acting City Clerk

The accompanying resolution appoints Lynn Drew, Executive Assistant, to serve as Acting City Clerk in the absence of the City Clerk.

This action appoints an Acting City Clerk in the absence of the City Clerk, and will streamline the process without the need to designate someone at each Board of Commission meeting.

Your approval of the attached resolution is requested.

RESOLUTION NO. _____

RESOLUTION APPOINTING LYNN DREW
AS ACTING CITY CLERK

WHEREAS, it is necessary to appoint an Acting City Clerk in the absence of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that Lynn Drew is hereby appointed Acting City Clerk effective at the close of business on Friday, June 17, 2016.

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.

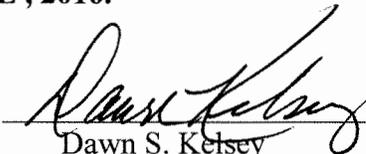
Steve Austin, Mayor

ATTEST:

Date: _____

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 3 DAY OF
JUNE , 2016.**

By: 
Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-118**

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: 2016 COPS Hiring Grant

The accompanying municipal order authorizes the submission of grant funding, and acceptance if awarded, in the amount of \$588,788.32, which includes a 25% local match.

If awarded, the grant would be used to hire three (3) additional officers which will provide greater law enforcement presence and crime prevention throughout the City of Henderson.

Funding would cover 75% of salary and benefits for three years, with the remaining 25% local match. The grant also requires retaining the positions for a minimum of 12 months after conclusion of the three-year grant period.

The application deadline is June 23, 2016. Your approval of the attached municipal order is requested.

c: Charles Stauffer
Robert Gunter

**Administrative Memorandum
16-08**

May 31, 2016

TO: Chip Stauffer, Chief of Police

FROM: Russell R. Sights, City Manager 

SUBJECT: 2016 COPS Hiring Grant Application

I appreciate your aggressiveness in applying for the 2016 COPS Hiring Grant in the amount of \$588,788.32. This item will be placed on the June 14, 2016 agenda for approval by the City Commission.

c: Dawn Kelsey, City Attorney

**POLICE DEPARTMENT MEMORANDUM
16-24**

May 18, 2016

TO: Russell Sights
City Manager

FROM: Chip Stauffer
Chief of Police

SUBJECT: 2016 COPS Hiring Grant Application

I am requesting city commission approval for application of the 2016 COPS Hiring Grant in the amount of \$588,788.32, which includes a 25% local match. Application deadline is 7:59 p.m. EST on June 23, 2016.

If awarded, the grant would be used to hire three (3) additional officers which will provide greater law enforcement presence and crime prevention throughout the City of Henderson. Funding would cover 75% of salary and benefits for three years with a maximum expenditure of \$375,000, (\$125,000 per position), with the remaining 25% local match of \$213,778.32. The grant also requires retaining the positions for a minimum of 12 months after conclusion of the three-year grant period.

If I may provide additional information, please let me know.



Chip Stauffer
Chief of Police

CHS/wds

HENDERSON POLICE DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE

TO: Chief Stauffer *CS*

FROM: Major Piller *J*

DATE: 5-16-2016

REF: Grant Request

Name: 2016 COPS Hiring

Due: June 23, 2016 at 7:59 p.m. EST

Grant Period: Three years from date of award with required 12 months local continuation.

Match: 75% Federal, 25% Local, Maximum Federal expenditure of \$125,000 per position.

Grant Amount: \$588,778.32 (\$375,000 Federal / \$213,778.32 Local)

Requesting: This is a COPS hiring grant. The request is to hire three (3) new officers to work in the "East End" area. The grant would cover 75% of the costs of salary and benefits for these officers for three (3) years with a maximum expenditure of \$375,000. Local expenditure would be 25% for the first three (3) years plus a requirement to retain the position for a minimum of 12 months after the conclusion of the three year grant period. Dollar amounts for the position were obtained from Robert Gunter and include estimated 6 month and 12 month merit raises and COLA increases.

		Year 1	0.0145	0.3106	0.0199	16,000.00	42.00	115.00	17.80	0.00121			
Dept	Job Title	Total Annual Pay	Medicare	Hazardous Pension	Workman's Comp.	Health Insurance	Life Insurance	Other Insurance	EAP	Unemployment	Total		
40	Police Officer	\$ 34,519.40	\$ 500.53	\$ 10,721.73	\$ 686.94	\$ 16,000.00	\$ 42.00	\$ 115.00	\$ 17.80	\$ 41.77	\$ 62,645.16		
		\$ 34,519.40	\$ 500.53	\$ 10,721.73	\$ 686.94	\$ 16,000.00	\$ 42.00	\$ 115.00	\$ 17.80	\$ 41.77	\$ 62,645.16		
		Year 2	Estimated	0.0145	Estimated 0.3106	Estimated 0.0199	Estimated 16,000.00	Estimated 42.00	Estimated 115.00	Estimated 17.80	Estimated 0.00121		
Dept	Job Title	Total Annual Pay	Medicare	Hazardous Pension	Workman's Comp.	Health Insurance	Life Insurance	Cancer Insurance	EAP	Unemployment	Total		
40	Police Officer	\$ 35,821.23	\$ 519.41	\$ 11,126.07	\$ 712.84	\$ 17,000.00	\$ 42.00	\$ 115.00	\$ 17.80	\$ 43.34	\$ 65,397.70		
		\$ 35,821.23	\$ 519.41	\$ 11,126.07	\$ 712.84	\$ 17,000.00	\$ 42.00	\$ 115.00	\$ 17.80	\$ 43.34	\$ 65,397.70		
		Year 3	Estimated	0.0145	Estimated 0.3106	Estimated 0.0199	Estimated 16,000.00	Estimated 42.00	Estimated 115.00	Estimated 17.80	Estimated 0.00121		
Dept	Job Title	Total Annual Pay	Medicare	Hazardous Pension	Workman's Comp.	Health Insurance	Life Insurance	Cancer Insurance	EAP	Unemployment	Total		
40	Police Officer	\$ 37,172.35	\$ 539.00	\$ 11,545.73	\$ 739.73	\$ 18,000.00	\$ 42.00	\$ 115.00	\$ 17.80	\$ 44.98	\$ 68,216.59		
		\$ 37,172.35	\$ 539.00	\$ 11,545.73	\$ 739.73	\$ 18,000.00	\$ 42.00	\$ 115.00	\$ 17.80	\$ 44.98	\$ 68,216.59		
Grand Total		\$ 107,512.97	\$ 1,558.94	\$ 33,393.53	\$ 2,139.51	\$ 51,000.00	\$ 126.00	\$ 345.00	\$ 53.40	\$ 130.09	\$ 196,259.44		

MUNICIPAL ORDER. _____

MUNICIPAL ORDER AUTHORIZING SUBMITTAL OF GRANT
APPLICATION TO COPS HIRING RECOVERY PROGRAM (CHRP),
IN THE AMOUNT OF \$588,788.32, AND ACCEPTING GRANT IF AWARDED

WHEREAS, the COPS Hiring Recovery Program (CHRP) is a federal competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime prevention efforts; and

WHEREAS, the City of Henderson desires to submit an application seeking grant funds for three (3) full time police officers for such purposes; and

WHEREAS, the City Manager recommends such grant application be made and accepting grant if awarded.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is hereby approved, and the submittal of application to the COPS Hiring Recovery Program (CHRP) for funds in the amount of \$588,788.32 is hereby approved, and said grant is accepted if awarded and the Mayor is authorized to sign all necessary documents regarding this application.

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 _____

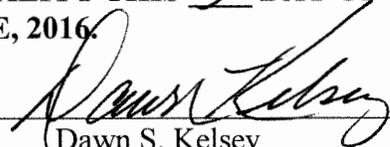
**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE
READING**, this the ____ day of May, 2016.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 3 DAY OF
JUNE, 2016.**

By: 
Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-133**

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: USI and HPD Memorandum of Agreement

The accompanying municipal order authorizes the execution of a Memorandum of Agreement with the University of Southern Indiana (University) regarding student internships with the Henderson Police Department (Agency).

Entering into such agreement will provide an opportunity to preview selected candidates from the Criminal Justice program before internship placement. The student interns will receive no compensation while performing duties assigned by the Agency.

The Agreement is for a one-year period beginning May 12, 2016 and ending May 12, 2017 and shall automatically renew from year to year thereafter unless the University or the Agency notifies the other in writing 60 days prior to the expiration of the then current year of this agreement.

Your approval of the attached municipal order is requested.

c: Chip Stauffer

POLICE DEPARTMENT MEMORANDUM
16-27

June 7, 2016

TO: Russell Sights
City Manager

FROM: Chip Stauffer
Chief of Police

SUBJECT: USI Internship Program

As you are aware, for several years the Henderson Police Department has allowed college students to participate in internship programs, which allow students to fulfill course requirements as outlined by the University's Criminal Justice curriculum.

I am requesting approval to enter into a Memorandum of Agreement with the University of Southern Indiana to allow students to participate in an internship capacity with the Henderson Police Department. Entering into such agreement will provide an opportunity to preview selected candidates from the Criminal Justice program before internship placement. Additionally, allowing students to intern with our department provides an excellent avenue for recruiting and retaining qualified applicants in our hiring process.

I have attached a copy of the Memorandum of Agreement for your review. Should you need any additional information regarding this request, please do not hesitate to contact me.



Chip Stauffer
Chief of Police

CHS/wds

MUNICIPAL ORDER _____

MUNICIPAL ORDER APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF SOUTHERN INDIANA (USI) AND THE CITY OF HENDERSON POLICE DEPARTMENT REGARDING THE INTERNSHIP TRAINING PROGRAM; AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the University of Southern Indiana (hereinafter called University) and the City of Henderson Police Department (hereinafter called Agency) desire to enter into a Memorandum of Understanding for the training of University interns in the performance duties assigned to them by professional staff persons of the Agency; and

WHEREAS, the Agency agrees to assume supervision, observation and training of the student intern in furtherance of the University's degree granting authority; and

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

NOW, THEREFORE, BE IT ORDERED, that the attached Memorandum of Agreement, between the University of Southern Indiana (University) and the City of Henderson Police Department (Agency) is hereby approved, and the City Manager is authorized to execute the agreement 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 June, 2016.

ATTEST:

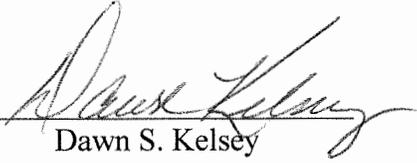
Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 8 DAY OF JUNE, 2016.

By:

A handwritten signature in cursive script, appearing to read "Dawn S. Kelsey", written over a horizontal line.

Dawn S. Kelsey
City Attorney

MEMORANDUM OF AGREEMENT

This agreement is between the University of Southern Indiana (hereinafter called UNIVERSITY) and Henderson Police Department located at 1900 Barrett Ct, Henderson, KY 42420 (hereinafter called AGENCY).

WHEREAS, the UNIVERSITY has need of the AGENCY and its clientele for the training of UNIVERSITY interns in the performance of duties assigned to them by professional staff persons of the AGENCY, and

WHEREAS, the AGENCY agrees to assume supervision, observation and training of the student intern in furtherance of the UNIVERSITY'S degree granting authority,

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES THAT THE UNIVERSITY WILL PERFORM THE FOLLOWING:

1. Determine those students who are qualified to perform in an internship capacity with the AGENCY.
2. When appropriate, provide the AGENCY with a resume for each student who is to be considered for assignment with the AGENCY.
3. Designate a faculty member or university representative to serve as consultant to the intern, periodically reviewing the log, portfolio, evaluations and other materials which document the internship experience, and assigning credit upon completion of the field experience.
4. Designate a member of the Criminal Justice Department faculty to function as a liaison between the AGENCY, the UNIVERSITY, and the intern. This UNIVERSITY representative will coordinate referrals and written evaluations, and will be responsible for resolving any administrative or technical details of the field instruction program including progress and/or problems involving students in field instruction.

THE AGENCY AGREES TO PERFORM THE FOLLOWING:

1. Select, from candidates referred by the UNIVERSITY through the Career Services and Placement Office, the individual(s) to serve as intern(s) for that particular semester. AGENCY will notify UNIVERSITY when a USI student has been chosen.
2. Provide space, equipment, personnel and other assistance to students for effective implementation of the program.
3. Designate a site supervisor from the regular staff to provide adequate supervision and feedback regarding student progress and learning.
4. Assume full authority for the student's orientation to the AGENCY, its staff, its policies and regulations.
5. Provide an opportunity for the intern to produce those items which are required for the log and/or portfolio on which academic credit is based.
6. Provide sufficient work-related experiences commensurate with the intern's goals, objectives and professional capabilities.

BOTH PARTIES AGREE:

Termination prior to the end of the semester may be initiated by the student, AGENCY or UNIVERSITY. The following procedure will apply:

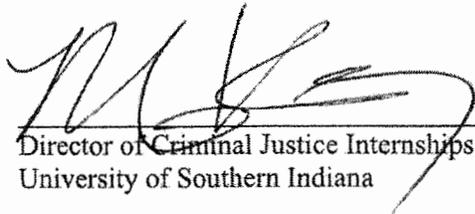
1. Written notification of the desire, including reason for termination, must be prepared by the terminating agent and forwarded to the Internship Coordinator. Copies will be distributed to student, the AGENCY and the faculty advisor.
2. The Internship Coordinator will schedule conferences with the student, the faculty advisor, and the AGENCY to ascertain the validity of the termination request.
3. Upon verifying the validity of the termination, documentation will be recorded in the student's record.

LIABILITY AND TERMS:

1. The student intern will receive no compensation while performing duties assigned by the AGENCY and thus will not be considered an employee of the AGENCY and will not be covered by AGENCY'S workers' compensation insurance. Students are responsible for all medical expenses for their own accidents.
2. The UNIVERSITY, upon request, will furnish the AGENCY a Certificate of Insurance stating its liability coverage.
3. The AGENCY, upon request will furnish the UNIVERSITY a Certificate of Insurance stating its liability coverage.

It is further understood and agreed upon by the parties that it is the intent of the AGENCY to assume responsibility for liability, real or alleged, arising from activities performed by it, its agent, or its employees pursuant to this Agreement, and that it is the intent of the UNIVERSITY to assume responsibility for liability, real or alleged, arising from activities performed by it, its faculty members, students and/or its employees pursuant to this Agreement.

4. This agreement shall remain in full force and effect for a period of one year from May 12, 2016 to May 12, 2017 and shall automatically renew from year to year thereafter unless the UNIVERSITY or the AGENCY notifies the other in writing 60 days prior to the expiration of the then current year of this agreement.



Director of Criminal Justice Internships
University of Southern Indiana

5/25/16

Date

Agency Director

Date

Name of Agency

**City Commission Memorandum
16-134**

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: Recommendation to Dissolve the Henderson Recycling Entities

The accompanying municipal order accepts the recommendation from the Board of Directors of Henderson Recycling to dissolve the Henderson Recycling entities.

As outlined in the Legal Department Memorandum 16-05, enclosed, the members of the board of the Henderson Recycling Alliance approved a Resolution dated June 7, 2016 to dissolve the alliance and to divide the assets equitably.

Your approval of the attached municipal order is requested.

c: Dawn Kelsey

LEGAL DEPARTMENT

MEMORANDUM 16-05

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

From: Dawn S. Kelsey, City Attorney 

Dated: May 6, 2016

Subject: Dissolving Henderson Recycling Alliance

At the June 7th meeting of the Henderson Recycling Alliance Board, the Board approved a Resolution to recommend to the City Commission and to the Henderson County Fiscal Court to dissolve the entity known as Henderson Recycling Alliance. In the resolution that the Henderson Recycling Board approved, the Board agreed to divide the remaining assets equally and equitably (this is also required by the interlocal agreement). The Board will split any remaining funds 50/50 after all expenses are paid. The City will receive the blue curbside recycling containers (both 96 gallon and 35 gallon). The County will receive the 5 x 8 recycling containers along with the trailers that are used to haul them. The City will receive the 4 rolloff containers that it contributed to Henderson Recycling, and the County will receive the 3 rolloff containers that were purchased through grants. The Henderson Recycling will transfer ownership of the baler to both the City and the County. The County will provide the insurance for the baler.

Previously, the City Commission has accepted the Assignment of the curbside recycling contract with Advanced Disposal. The City Commission has also worked with city businesses which are currently using Henderson Recycling to provide them an alternative option for recycling.

cc: Mayor Steve Austin

MUNICIPAL ORDER _____

MUNICIPAL ORDER ACCEPTING THE RECOMMENDATION FROM THE BOARD OF DIRECTORS OF HENDERSON RECYCLING TO DISSOLVE THE HENDERSON RECYCLING ENTITIES

WHEREAS, the members of the board of the Henderson Recycling Alliance approved a Resolution (attached as Exhibit "A") dated June 7, 2016 to dissolve the alliance and to divide the assets equitably; and

WHEREAS, the City of Henderson has previously accepted the Assignment of Henderson Recycling's contract with Advanced Disposal to continue curbside recycling for Henderson City residents; and

WHEREAS, the City of Henderson has worked with the City's businesses and Advanced Disposal to provide continued recycling opportunities for City businesses who are currently using Henderson Recycling; and

WHEREAS, the City Manager agrees with the recommendation of the Henderson Recycling Alliance to dissolve.

NOW, THEREFORE, BE IT ORDERED, that the City of Henderson accepts the recommendation from the Henderson Recycling Alliance Board to dissolve Henderson Recycling Alliance and to divide the assets of Henderson Recycling Alliance equally, and the Mayor is given authority to take any necessary steps to dissolve Henderson Recycling Alliance.

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 June, 2016.

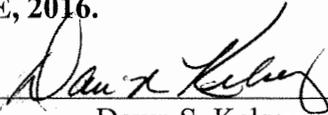
ATTEST:

Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

RESOLUTION OF THE BOARD OF THE HENDERSON RECYCLING ALLIANCE
REGARDING THE DISSOLUTION OF HENDERSON RECYCLING ALLIANCE

WHEREAS, the City of Henderson and the County of Henderson, by appropriate resolution, entered into an interlocal agreement to create the entity called Henderson Recycling Alliance in 2012; and

WHEREAS, the Henderson Recycling Alliance was formed for the purpose of the establishment and operation of collecting solid waste that may be recycled from homes and businesses, and to reduce and divert solid waste from landfills; and

WHEREAS, Henderson Recycling Alliance also operated a regional recycling center and has come into possession of certain assets and an agreement has been reached between the parties regarding an equitable distribution of the said assets; and

WHEREAS, Henderson Recycling Alliance has certain contracts with vendors for services and all outstanding contracts and obligations have been assigned; and

WHEREAS, the market for recyclable material has changed radically since the formation of the Henderson Recycling Alliance and continued operation of the facility at this time is no longer economically viable; and

WHEREAS, the Board of the Tri-County Recycling Alliance has chosen to amend its interlocal agreement to delete those portions of the agreement requiring entities to bring recyclable material to the regional recycling center; and

WHEREAS, the members of the board of the Henderson Recycling Alliance have deemed it in the best interest of the public to dissolve the Alliance;

NOW, THEREFORE, BE IT RESOLVED by the board of the Henderson Recycling Alliance, as follows:

1. The Henderson Recycling Alliance Board hereby recommends to the Henderson Fiscal Court and the City of Henderson Board of Commissioners that they each mutually agree that the entity known as Henderson Recycling Alliance be dissolved effective immediately upon ratification by both entities.

2. Pursuant to the interlocal agreement regarding mutual agreement to terminate, all funds and assets shall be divided on an equal and equitable basis and given to the parties

before or at the time of dissolution.

3. Upon ratification by the member entities, the Department of Local Government shall be advised of the dissolution of the Henderson Recycling Alliance.

On reading of the foregoing Resolution, it was moved by Bruce Todd, seconded by Robby Mills, that the above Resolution be adopted.

APPROVED by the Henderson Recycling Alliance at its meeting on June 7, 2016.

ATTEST:

Sue Baker
Sue Baker
Secretary

Alan Taylor
Alan Taylor
Chair

City Commission Memorandum
16-129

June 10, 2016

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

The accompanying resolution approves the transfer of funds from Community One, Inc. rehab function to Audubon Kid Zone-related project expenses in the amount of \$12,535.75.

The proposed use of funds includes Community One staff support for programming as well as assistance with the coordination of the building project. Commissioner Robby Mills and Assistant City Manager William L. Newman, Jr. will both be in attendance at the June 14, 2016 Commission meeting to answer any questions you may have.

Your approval of the attached resolution is requested.

c: William L. Newman, Jr.

Interdepartmental Memorandum

June 6, 2016

TO: Russell R. Sights, City Manager

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

SUBJECT: Community One Agreement

Pursuant to the signed agreement dated October 27, 2015 between Community One and the City of Henderson, there has been a request from Community One to transfer the balance of funds from the rehab-related function of the agreement to AKZ-related project expenses. Expenses to date on the rehab projects total \$4,654.25 leaving an unobligated balance of \$12,535.75.

Work on rehab projects has not experienced the success as hoped due to several reasons. First, Community One has had difficulty hiring a team leader for Henderson. Second, the leader who was recently hired was injured on a demolition project in the City's East End. Third, several project requests through Community One have not met the City's criteria for assistance.

The proposed use of funds includes Community One staff support for programming as well as assistance with the coordination of the building project. The staffing expense is approximately \$9,000.00. There are also fees due to the State of Kentucky in the amount of \$850.00. Both Commissioner Mills and I will be present to answer any questions the Commission may have.

As an update on the Audubon Kids Zone (AKZ):

- Create school-based streams for AKZ students that can be used in community Response to Intervention (RTI) meetings
- Standardized RTI reporting system
- Fund raising for capital and operational expenses
- Non-profit application for 501(c)(3) has been filed with the IRS
- Preparing details for the transfer of the operational and contractual relationship from Community One to AKZ Corporation
- Modular office unit has been secured with the assistance of HPD Sergeant Jeff Welch. This unit will be utilized temporarily until the new structure is constructed. The sole constraint of the acceptance of the unit is that a police sub-station be located within the structure. It has been the intent with the new building to have police presence.

Agreement

This Agreement entered into on this 27 day of October, 2015 by the City of Henderson, Kentucky, hereinafter referred to as the "City," and Community One, Inc., a nonprofit corporation organized under the laws of the State of Indiana, with its principal place of business in Evansville, Indiana, hereinafter referred to as the "COMMUNITY ONE."

Witnesseth:

WHEREAS, the COMMUNITY ONE is organized and operated as a volunteer based nonprofit addressing the housing restoration needs including the residents of the Henderson, Kentucky area; and

WHEREAS, the City Board of Commissioners of Henderson, Kentucky, has allocated funds for the support of COMMUNITY ONE for the benefit of the community of Henderson, Kentucky; and

WHEREAS, the City desires support COMMUNITY ONE in the redevelopment of the Letcher Street Corridor, including the creation of the Audubon Kids Zone; and

WHEREAS, the COMMUNITY ONE desires to provide to the City and the City desires to purchase from the COMMUNITY ONE, the repair and weatherization of owner-occupied homes and the rehab of vacant home in the Letcher Street Corridor, according to the following Agreement:

1. The City agrees to provide to COMMUNITY ONE \$51,690. COMMUNITY ONE agrees to the use the \$51,690 funding in the following manner:

a. Administration	\$ 2,500 (already paid)
b. Audubon Kids Zone related expenses to acquisition of property located at 1325 Powell Street, Henderson	\$ 32,000
c. Other Rehab acquisition, Rehab materials and professional labor, and Repair	\$ 17,190

2. All funds provided by the City will be expended solely for the purpose of administration and work performed in the City of Henderson, Kentucky.

3. Upon receiving written request from the Audubon Kid's Zone Advisory Board, and upon approval by the Community One Board of Directors, Community One agrees that it will transfer title of 1325 Powell Street, Henderson, Kentucky 42420 to the future entity Audubon Kid's Zone for a purchase price of \$1.00. If

Community One fails to transfer title to Audubon Kid's Zone within 90 days of the written request of the Audubon Kid's Zone Advisory Board and the approval by the Community One Board of Directors, or such later date as is subsequently agree to by and among the City of Henderson, Audubon Kid's Zone Advisory Board and Community One, then Community One will reimburse the City of Henderson any and all cost associated with the purchase of 1325 Powell Street, Henderson, Kentucky within 120 days of the initial request or within 30 days of the expiration of any extended period agreed to by the parties, whichever is longer. This provision shall survive the term of this Agreement.

4. The COMMUNITY ONE shall provide the City an annual report by detailing the COMMUNITY ONE's efforts toward the accomplishment of objectives as defined in paragraph 3, as well as other efforts and accomplishments within the scope of the Agreement not specifically included within the performance measures.
5. The COMMUNITY ONE agrees that all programs, activities and services will be provided equally without regard to race, color, religion, national origin, age, sex, or disability.
6. The COMMUNITY ONE agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, or disability. The COMMUNITY ONE will 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 COMMUNITY ONE agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.
7. The COMMUNITY ONE shall provide a copy of the annual review of financial records upon request.
8. COMMUNITY ONE agrees to comply with all applicable requirements under KRS 65A.010 et seq.
9. The parties reserve the right to cancel and terminate the Agreement at any time, with or without cause, upon written notice to the other not less than 30 days before the proposed date of termination. In the event that either party exercises its option to terminate this Agreement, the COMMUNITY ONE shall reimburse the City for all sums advanced in excess of those already paid to COMMUNITY ONE and expended by COMMUNITY ONE in the City of Henderson. The termination notice shall be sent by registered mail as follows:

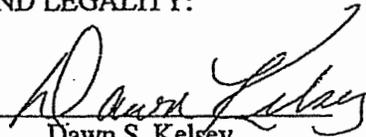
To COMMUNITY ONE:
Eric Cummings, Executive Director
402 S. Green River Road
Evansville, Indiana 47715-7307

To the City:
City Manager
P.O. Box 716
Henderson, KY 42419-0716

10. It is specifically understood that this Agreement does not create a joint venture between the parties, nor do the parties have a principal/agency relationship, a master/servant or employer/employee relationship, nor any other type of legal relationship which may be construed to be such that the parties are involved in joint activities by virtue of this agreement. The COMMUNITY ONE is an independent contractor as to the City, and the COMMUNITY ONE is solely responsible for all claims by third parties and agrees to indemnify and hold the City, its elected and appointed officials and its employees free and harmless from any claims for liability which may be made against it as a result of the activities of the COMMUNITY ONE, including costs and attorney fees.
11. COMMUNITY ONE agrees to maintain at a minimum ONE MILLION (\$1,000,000) of coverage for its employees and volunteers and for its work in Kentucky and to provide that certificate to the City Manager.
12. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
13. The term of this Agreement shall commence upon execution of this document and shall continue through June 30, 2016.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first above written.

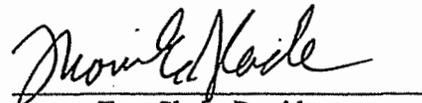
APPROVED AS TO FORM
AND LEGALITY:


Dawn S. Kelsey,
City Attorney

CITY OF HENDERSON, KENTUCKY


Steve Austin,
Mayor

COMMUNITY ONE, INC.


Tom Slade, President
Board of Directors

RESOLUTION NO. _____

RESOLUTION APPROVING THE TRANSFER OF FUNDS FROM COMMUNITY ONE, INC. REHAB FUNCTION TO AUDUBON KID ZONE (AKZ) RELATED PROJECT EXPENSES IN THE AMOUNT OF \$12,535.75

WHEREAS, on October 27, 2015 the City of Henderson and Community One, Inc. (a non-profit agency addressing housing restoration) entered into an agreement for redevelopment of the Letcher Street corridor; and

WHEREAS, the October 27, 2015 agreement provided for funds in the amount of \$51,690.00, divided as follows:

- a. Administration - \$2,500.00
- b. Audubon Kid Zone - \$32,000.00
(related expenses to acquisition of property located at 1325 Powell Street)
- c. Rehab of Homes - \$17,190.00

WHEREAS, Community One, Inc. has requested to transfer the balance of funds, in the amount of \$12,535.75 from the rehab related function of the agreement to Audubon Kid Zone (AKZ) related expenses; and

WHEREAS, the City Manager recommends the transfer of these funds to Community One Inc. to the AKZ related expenses.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and the City of Henderson agrees to transfer funds from the Community One, Inc. rehab related function to the AKZ related project expenses in the amount of \$12,535.75.

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.

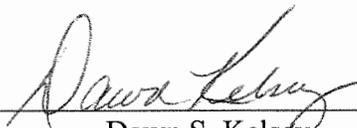
ATTEST:

Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-124**

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Approval of Operating and Services Agreement between Public Energy Authority of Kentucky (PEAK) and the City of Henderson

The accompanying municipal order approves an Operating and Services Agreement between PEAK and the City of Henderson.

Gas System Manager Owen Reeves and City Attorney Dawn Kelsey will discuss the details of this Agreement. PEAK approved the Agreement at their June 7, 2016 meeting. Your approval of the attached municipal order is requested.

c: Owen Reeves

MUNICIPAL ORDER _____

MUNICIPAL ORDER ACCEPTING AND APPROVING THE OPERATING AND SERVICES AGREEMENT BETWEEN PUBLIC ENERGY AUTHORITY OF KENTUCKY (PEAK) AND THE CITY OF HENDERSON, AND AUTHORIZING MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF

WHEREAS, the City of Henderson operates a municipal utility that procures supplies of natural gas and then furnishes such natural gas through its transmission and distribution facilities to residential, commercial, and industrial customers; and

WHEREAS, the City of Henderson participates in the PEAK program and contracts for gas supply and gas supply services through PEAK; and

WHEREAS, the City of Henderson and PEAK desire to enter into an Operating and Services Agreement defining the rights of responsibilities of the City and PEAK, attached hereto as Exhibit "A"; and

WHEREAS, at the current time PEAK is working on a new pricing policy for its members which will be incorporated into this new agreement; and

WHEREAS, the City Manager recommends the acceptance and approval of this Agreement.

NOW, THEREFORE, BE IT ORDERED, in substantial form that the attached Operating and Services Agreement, attached as Exhibit "A", between Public Energy Authority of Kentucky (PEAK) and the City of Henderson is hereby accepted and approved, and the Mayor is authorized to execute the agreement 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 Hite _____
Commissioner Mills _____	Mayor Austin _____
Commissioner Johnston _____	

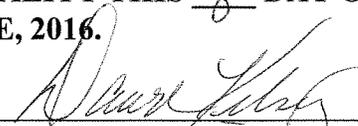
INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the ____ day of June, 2016.

ATTEST:

Maree Collins, City Clerk

Steve Austin, Mayor
Date: _____

APPROVED AS TO FORM AND LEGALITY THIS 8 DAY OF JUNE, 2016.

By: 
Dawn S. Kelsey
City Attorney

OPERATING AND SERVICES AGREEMENT

Between

PUBLIC ENERGY AUTHORITY OF KENTUCKY

AND

CITY OF HENDERSON, KENTUCKY

July 1, 2016

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EXHIBITS

Exhibit A: Existing Contracts of the Member

OPERATING AND SERVICES AGREEMENT
Between
PUBLIC ENERGY AUTHORITY OF KENTUCKY
And
CITY OF HENDERSON, KENTUCKY

This Operating and Services Agreement (hereinafter "Agreement") is made and entered into as of July 1, 2016, by and between the Public Energy Authority of Kentucky, a Kentucky Natural Gas Acquisition Authority organized and existing pursuant to Section 353.400 through 353.410 of the Kentucky Revised Statutes (hereinafter "PEAK"), and the city of Henderson, Kentucky, a political subdivision of the Commonwealth of Kentucky (hereinafter "Member"). PEAK and Member are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party." It is hereby contracted and agreed by and among the foregoing as follows:

WHEREAS, the Member is an "Initial Member" of PEAK as set forth in the PEAK Amended and Restated Interlocal Agreement dated July 15, 2008, as may be amended from time to time, such that this Agreement is supplemental and executed pursuant to that Interlocal Agreement and shall not constitute a new or separate Interlocal Agreement pursuant to the terms of the Act or an amendment of the Interlocal Agreement;

WHEREAS, the Member operates a municipal utility that procures supplies of natural gas and then furnishes such natural gas through its transmission and distribution facilities to residential, commercial, and industrial customers located in its service territory;

WHEREAS, the Member participates in the Program of PEAK and contracts for gas supply and gas supply services;

WHEREAS, PEAK and Member desire to record obligations and relationships concerning management of the Member's Gas Supplies and Transportation Services in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, PEAK and the Member hereby agree as follows:

I. DEFINITIONS

1.01 Definitions

In addition to the words and terms elsewhere defined in this Agreement, the following capitalized words and terms as used herein shall have the following meanings, unless the context or use indicates another or different meaning or intent:

"Act" means the Natural Gas Acquisition Authority Act, Kentucky Revised Statutes (KRS) §§353.400 to 353.410, inclusive, as amended from time to time.

"Btu" is the abbreviation employed to denote a British thermal unit.

"Dekatherm" means a unit of energy equal to ten therms or one million British thermal units (MMBtu).

“Delivery Point(s)” means those points identified in the Buyer’s Transportation Services agreements as they may exist from time to time.

“Effective Date” means the date set out in Section 9.01.

“Existing Contract” shall mean any contract or service agreement currently in effect between Member and any natural gas pipeline company or gas seller relating to Member’s purchase of Gas Supplies or Transportation Services, or any renewal or extension thereof or replacement thereof or addition thereto, excluding any Gas Sale Contract or other agreement with PEAK. “Existing Contract Gas Supplies” means Gas subject to an Existing Contract.

“FERC” means the Federal Energy Regulatory Commission.

“Firm” means that either Party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure

“Fiscal Year” means a period of twelve (12) consecutive Months beginning on the first day of July and ending on the last day of June in the next calendar year unless changed by PEAK in accordance with the provisions of its bylaws or other obligations, including any bond resolution.

“Full Requirements” means that Member will purchase all of its Gas from PEAK unless PEAK fails to sell to Member the quantities requested by Member, and PEAK will sell to Member all of its Gas requirements provided that adequate Transportation Services necessary to deliver such Gas exist. Full Requirements sales service, therefore, is contingent upon adequate Transportation Services.

“Gas Sale Contract(s)” means a contract(s) between the Member and PEAK pursuant to a Project and the Program.

“Gas Supplies” shall mean Project Gas Supplies and Non-Project Gas Supplies, as well as Existing Contract Gas Supplies.

“Gas” means all natural Gas and gaseous hydrocarbons meeting the quality standards and specifications of Member’s Transporter.

“MMBtu” is the abbreviation employed to denote 1,000,000 Btu and shall be synonymous and interchangeable with the term "dekatherm" (Dth) and shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.

“Month” means a period of time beginning at midnight, Central time, on the first day of any calendar month and ending at 11:59:59 p.m., Central time, on the last day of the same calendar month.

“Monthly Billing Statement” shall have the meaning ascribed to it in Section 11.01.

“Non-Project Gas” shall mean Gas obtained by PEAK to serve the Members, excluding gas that is obtained pursuant to a Project, plus any Existing Contract Gas Supplies.

“PEAK Annual Budget” means the budget developed pursuant to Section 10.01.

“Pricing Policies” means policies that the Board may adopt from time to time to explain and designate how PEAK accounts for and charges its Members and customers for Gas Supplies and various services.

“Primary Term” shall have the meaning ascribed to it in Section 9.02.

“Prime Rate” means the rate of interest most recently published from time to time in the Money Rate Table of the *Wall Street Journal* as the U.S. Prime Rate of interest.

“Program” means the acquisition, transportation, storage of Gas, as well as the management and related services and functions necessary or desirable to provide to the Members and customers of PEAK adequate, dependable and economical supplies of Gas, including the undertaking and financing of one or more Projects, all of which shall be undertaken by PEAK as the instrumentality of the Members as provided in this Agreement.

“Project” means any plant, works, system, facility, other real or personal property, and interests therein, including drilling rights, operating rights, royalties, overriding royalties, and other rights, titles and interests, production payments, gas purchase contracts, prepaid gas purchase contracts, and other contractual rights and interests necessary or convenient for the acquisition, transportation, storage, or management of natural gas for the purpose of providing the supply requirements of municipal utilities, as stated in the Act.

“Project Gas Supplies” shall mean Gas received under or generated by a Project for which PEAK or another entity incurs debt, usually a prepaid gas purchase contract.

“Secondary Term” shall have the meaning ascribed to it in Section 9.02.

“Transportation Services” means, as to each Member, all services for the transportation or storage of Gas, or related services, upstream of the point of delivery of Gas into that Member’s system.

“Transporter” means the interstate pipeline(s) either delivering or receiving Gas at the Delivery Points.

II. ADMINISTRATION OF MEMBER CONTRACTS

2.01 Appointment of PEAK as Agent

PEAK and Member agree that PEAK shall administrate the Member’s third-party agreements pertaining to Gas Supplies and Transportation Services. Therefore, Member hereby agrees to appoint PEAK its agent for the administration of each Existing Contract, as well as any new agreement to which it becomes a party for Gas supply, transportation, or storage, for and during the remainder of its respective term (excluding any agreements with PEAK), by taking any actions required under such contracts to accomplish such appointment. PEAK hereby accepts such appointment as agent for the administration of each such Existing Contract and new agreement. It is specifically agreed and understood that this appointment creates a principal-agent relationship, and is not intended to constitute an assignment or assumption of such agreement unless otherwise agreed and specified.

2.02 Existing Contracts

Member identifies on Exhibit A hereto all of its Existing Contracts now in effect. The Member shall provide PEAK true and correct copies of any Existing Contracts. If, during the Primary Term or Secondary Term of this Agreement, Member becomes party to a new agreement for Transportation Services, Member shall provide such agreement to PEAK.

2.03 Costs Relating to Member Contracts

If PEAK is designated to receive the invoice as agent for any third-party agreement for Gas Supplies and Transportation Services held by Member, PEAK shall invoice Member, and Member shall pay PEAK such amounts due. PEAK is not obligated to make payment under any such agreement until it receives payment from Member, although PEAK may do so voluntarily.

III. CAPACITY MANAGEMENT SERVICES

3.01 Capacity and Storage Management

PEAK shall manage the Transportation Services that effect the delivery of Gas Supplies to the Member at the Delivery Point(s) by providing the nomination, scheduling, balancing, and load management actions required.

3.02 Capacity Release and Related Cost Recovery Issues

PEAK will use commercially reasonable efforts to sell excess pipeline and storage capacity retained for or held by the Member. Credits associated with such activity will be determined in accordance with policies established by PEAK. Any transactions must be permitted by applicable law, including without limitation FERC regulations concerning asset management arrangements and capacity release rules.

3.03 Capacity Planning

PEAK shall routinely monitor upstream transportation capacity options for Member necessary for Member to meet its service obligations and shall make related recommendations to Member. Such efforts will involve, as needed, the preparation of long-term forecasts of demand.

IV. TRANSPORTATION SERVICES

4.01 Transportation of Member's Gas Supplies

PEAK and the Member will collaborate to establish jointly a portfolio of Transportation Services necessary to effect the delivery of Gas Supplies to the Member. PEAK and the Member will review the portfolio prior to both the beginning of the summer season (beginning each April 1) and winter season (beginning each November 1). Contracts for Transportation Services may be held by PEAK or the Member, and they may have staggered terms. Such portfolio will include different types of service as required, including firm transportation agreements with Transporter, as well as firm or secondary market arrangements with third parties. PEAK may construct and operate its own facilities for such purposes. Any such Transportation Services provided by PEAK directly shall be subject to PEAK's pricing policies as set forth in Section 10.02 of this Agreement.

V. GAS SUPPLY SERVICES

5.01 Gas Supply Acquisition

PEAK will use commercially reasonable efforts to obtain Gas in quantities sufficient to satisfy the Full Requirements of the Member consistent with the Program. All such services shall be subject to PEAK's pricing policies as set forth in Section 10.02 of this Agreement. Member may designate a source of Gas, provided that Member and PEAK must agree to arrangements for the delivery and purchase of such Gas.

5.02 Gas Supply Planning and Development

PEAK shall carry out the planning and development of the Program with the objective of providing reliable and economical Gas to Member. PEAK shall cause to be performed such engineering, legal, financial, gas supply consulting and procurement and other services as may be necessary or appropriate, and obtain any approvals necessary for the Program.

5.03 Excess Gas Supplies

Member and PEAK recognize that from time to time there may be Member's Gas Supplies in excess of then-projected requirements of the Member. Member hereby authorizes PEAK to purchase, sell or remarket Member's Gas Supplies at the discretion of PEAK, provided that the pricing of such sales and any credits to Member shall be subject to the terms of any Gas Sale Contract and pricing policies as set forth in Section 10.02 of this Agreement.

VI. MANAGEMENT OF COMMODITY PRICE HEDGING SERVICES

6.01 Hedging

To manage the price risk inherent in the volatile nature of Gas commodity prices in furtherance of its obligations Article V. PEAK may execute fixed price agreements, futures agreement, and over-the-counter (OTC) instruments, including swaps, options, collars, caps and various combinations of such products, pursuant to Section 6.02 hereof. PEAK may employ an agent to execute its instructions concerning such agreements. The Member agrees to be bound by such actions by PEAK. In addition, PEAK may provide such services at the request of the Member solely for the purpose of serving Member's loads. If PEAK undertakes such a service for Member, the Member shall be billed directly for the cost of the service.

6.02 Hedge Policy

All price hedging shall be consistent with PEAK's "Natural Gas Hedge Policy."

VII. OTHER MEMBER SERVICES

7.01 Member Services

Upon a reasonable request by Member, PEAK will assist Member with service to its customers, including technical, financial, informational, promotional, engineering, educational services, and invoice preparation. PEAK shall be authorized to develop and implement the Program and to hire and maintain the necessary personnel or third-party service providers to provide ancillary, non-Gas-supply services

necessary to effect the Program, including without limitation volume purchasing, regulatory intervention, cost of service studies, and marketing assistance services to the Members. The costs incurred by PEAK for the provision of such services shall be included in the PEAK Annual Budget and billed to Members accordingly unless they are offset by other revenues; provided, however, that if such costs involve charges related to other rights, assets, or services obtained specifically for a particular Member, that Member may be billed directly for such costs.

7.02 Classes of Service

PEAK may from time to time establish classes of services, including without limitation, city gate delivery service, Firm service, off-peak Firm service, interruptible service, peaking service, storage service and transportation service. Such services may be defined pursuant to policies approved by PEAK, a supplemental agreement or an addendum to this Agreement.

VIII. CERTAIN OBLIGATIONS OF PEAK AND THE MEMBER

8.01 Records and Accounts

The Parties agree to keep accurate records and accounts of its operations and all matters relating to this Agreement. Said accounts shall be subject to an annual audit. All transactions of PEAK relating to Gas Supplies with respect to each Fiscal Year shall be subject to such an audit. Each Party will provide the other promptly upon request a copy of its annual audit.

8.02 Projects

Subject to the provisions of this Agreement, PEAK is authorized to enter into, acquire and improve as necessary any Project for its Members, subject to a Gas Sale Contract. At the request of Member, PEAK shall furnish to Member a copy of all engineering, legal and financial studies and reports prepared by or for PEAK in connection with any Project. Member shall be permitted to use any such study or report for any purposes permitted by the study or report.

8.03 Diligence

Member agrees to exercise diligence in the operation of its gas distribution system in order to secure effective operation and to maintain the highest standards of safety, and agrees to maintain its gas distribution system in a safe operating condition at all times.

IX. TERM

9.01 Effective Date

This Agreement shall become effective July 1, 2016 ("Effective Date").

9.02 Term of Agreement

This Agreement is dated as of the Effective Date and shall remain effective through October 31, 2019 ("Primary Term"). Thereafter the term of this Agreement shall renew automatically for additional sequential twenty-four-Month periods ("Secondary Term") unless either Party provides written notice to the other of its intent to terminate at least sixty (60) days prior to the end of the Primary Term or any Secondary Term, provided, however, that obligations under any Project or price option or other obligations (exercised as set forth in Article VI of this Agreement) shall remain the obligation of the

respective Party unless otherwise agreed to in writing by the Parties. This Agreement may be amended or replaced at any time during the Primary Term or Secondary Term upon the mutual consent of the Parties.

X. FINANCES AND ACCOUNTING

10.01 Budget

Consistent with any Gas Sale Contract, PEAK will prepare and adopt a PEAK Annual Budget prior to the beginning of each Fiscal Year. The cost of Gas Supplies shall not be included in the PEAK Annual Budget but shall be billed separately to Members and customers in the Monthly Billing Statement as provided for under this Agreement, Gas Sale Contracts, and Pricing Policies.

10.02 Charges for PEAK Services

PEAK will establish Pricing Policies for each class of PEAK services, including but not limited to Gas Supplies, Transportation Services, and hedging. Service shall be priced to Member on a fair and not unduly discriminatory basis and to the extent practicable comparably with the pricing of similar services offered by other suppliers in the natural gas industry. The rates for each service applicable to a Member or customer will reflect the costs of the particular service and shall be consistent with any Gas Sales Contract.

10.03 Payment as Operating Expense

Member and PEAK agree that the amounts payable by Member under this Agreement shall be paid by Member as a cost of Gas Supplies or otherwise as an expense of operation and maintenance of Member's gas system.

XI. BILLINGS TO THE MEMBER

11.01 Monthly Billing Statements

PEAK will bill Member each Month by providing Member with an invoice no later than the tenth (10th) day of the Month ("Monthly Billing Statement"). Member shall render payment on or before the 20th day of the Month following the Month in which the services were provided. If Member fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective Prime Rate, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

11.02 Disputed Monthly Billing Statement

In case any portion of any Monthly Billing Statement received by Member from PEAK shall be in bona fide dispute, Member shall pay PEAK the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to Member by PEAK after such determination, plus interest, which shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the Prime Rate; or (ii) the maximum applicable lawful interest rate. In the event such Monthly Billing Statement is in dispute, PEAK will give consideration to such dispute and will advise Member with regard to PEAK's position relative thereto within thirty (30) days following written notification by Member of such dispute.

XII. DEFAULT

12.01 Member Payment Default

Failure of Member to make to PEAK any of the payments for which provision is made in this Agreement or a Gas Sale Contract shall constitute a default by Member under this Agreement.

12.02 Continuing Obligation, Right to Discontinue Service

In the event of a Member default, Member shall not be relieved of its obligations or liability for payment of the amounts in default, and PEAK shall have the right to recover from Member any amount in default. In enforcement of any such right of recovery, PEAK may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation, and PEAK shall have the right, by notice to the Member, to designate a day, no earlier than the day such Notice is given and no later than twenty (20) days after such notice is given, to discontinue providing all or any portion of the Member's Gas Supplies and services hereunder.

12.03 Other Default by Member

In the event of a failure of a Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to PEAK under this Agreement, or in the event of a failure of Member to take from PEAK its Gas Supplies in accordance with the provisions of this Agreement, or in the event of any default by Member under any other covenant, agreement, or obligation of this Agreement, PEAK, or a non-defaulting Member of PEAK, may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against Member.

12.04 Default by PEAK

In the event of any default by PEAK under any covenant, agreement or obligation of this Agreement, Member may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against PEAK. For the avoidance of doubt, Member may procure its own gas supplies if PEAK fails to make adequate supplies available.

XIII. REPRESENTATIONS AND WARRANTIES

13.01 Representation of Member

Member represents that it desires to become or remain a Member of PEAK for the duration of this Agreement and that it will accept and perform the responsibilities with reasonable care.

13.02 Authority of Member

Member represents and warrants that it is a validly created governmental entity and a public body politic and corporate of the Commonwealth of Kentucky owning and operating a utility system that is capable of receiving the services contemplated by this Agreement; that it has all necessary powers and

authority to undertake and perform its obligations under this Agreement; and that it has taken all necessary action to authorize the execution and delivery of this Agreement.

XIV. CONTINUING COMMUNICATION AND NOTICES

14.01 Communications Procedures

Member agrees that its chief executive (or its designee) shall meet with a representative of PEAK on a regular basis at PEAK's request to discuss Transportation Services, operations, accounts and other matters of concern with respect to this Agreement, and for the purpose of sharing information and developing future plans.

14.02 Notices

All notices and other written communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or overnight delivery service, addressed as follows:

Public Energy Authority of Kentucky

Post Office Box 299
516 Highland Avenue
Carrollton, KY 41008
Attn: President
Phone: (502) 732-0991
Fax: (502) 732-8777
Email: gballinger@peakgas.net

City of Henderson, Kentucky

222 First St.
Henderson, KY 42420
Attention: Gas Systems Director
Telephone: (270) 831-1200, ext. 2213
Facsimile: (270) 826-1974
Email: hmg@cityofhendersonky.org

PEAK and Member may, by notice given to the other designate any further or different addresses to which subsequent notice, certificates or other communications shall be sent.

XV. MISCELLANEOUS

15.01 Beneficiaries and Assignment

This Agreement shall inure to the benefit of and shall be binding upon PEAK and Member and its respective successors or assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

15.02 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court

or government agency of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Parties shall use good-faith efforts to amend this Agreement to reform or replace any terms so determined to be invalid or unenforceable, such that the amended terms comply with and are enforceable under law, give effect to the intent of the Parties in entering hereinto, and preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

15.03 Conflicts

In the event any provision in this Agreement is in conflict with a provision of any Gas Sale Contract, the Gas Sale Contract shall control to the extent of such conflict.

15.04 Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.05 Governing Law

This Agreement is prepared and entered into with the intention that the law of the Commonwealth of Kentucky shall govern its construction.

15.06 Amendments

This Agreement may not be amended, changed, or modified except in writing executed by both Parties.

15.07 Character and Continuity of Service

PEAK shall be excused from its obligation to provide service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or performance otherwise is excused under an agreement PEAK has with a service provider, or, with respect to Gas provided by PEAK, is caused by the failure or refusal of any other Gas supplier to enter into reasonable contracts with PEAK, or by the inability of PEAK to obtain any required governmental approvals.

15.08 Winding Up Arrangements

Upon the expiration of this Agreement, any monies, penalties, or other charges due and owing either Party shall be paid, any corrections or adjustments to payments previously made shall be determined, and any payments, refunds, penalties or other charges due either Party shall be made, within one hundred twenty (120) days. Any imbalances in receipts or deliveries shall be corrected to zero balance within ninety (90) days. Indemnity obligations, if any, and audit rights shall survive the termination of this Agreement. The Parties' obligations provided in this Agreement shall remain in effect for the purpose of complying herewith.

IN WITNESS WHEREOF, PEAK and Member hereto have caused this Agreement to be signed in their names by their duly authorized officers as of the date first herein above written.

PUBLIC ENERGY AUTHORITY OF KENTUCKY

By: _____
Gerald L. Ballinger
President and General Manager

By: _____
Steve Austin
Mayor

Witnessed:

By: _____
Name
Title:

Existing Contract(s)

**Texas Gas Transmission
Rate Schedule NNS
Contract No. 315**

City Commission Memorandum
16-115

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Purchase of Firefighter Protective Clothing

The accompanying municipal order authorizes the purchase of firefighter protective clothing from Fire Department Service and Supply, Louisville, Kentucky in the amount of \$26,000.00.

The purchase is for ten turnout coats, ten turnout pants, and ten pull-on boots for the Fire Department.

Bid packages were sent to five vendors, with two bids received. The bid of Fire Department Service and Supply fully complies with the bid specifications and award is recommended accordingly. Although another vendor had a lower bid, there were several exceptions as detailed in the attached memorandum from Scott Foreman, Fire Chief.

Sufficient funds are available in the Fiscal 2016 budget for this purchase. Your approval of the attached municipal order is requested.

c: Scott Foreman
Paul Titzer
Robert Gunter

Fire Department Memorandum
16-08

May 31, 2016

TO: Russell Sights, City Manager

FROM: Scott Foreman, Fire Chief

SUBJECT: Recommendation for Award of Turnout Gear Bid Ref. #16-16

Specifications for Firefighter Protective Clothing were sent to numerous vendors. Bid opening was conducted on May 25, 2016 with two (2) bids received. Listed below are bid amounts

Fire Department Service and Supply	\$26,000.00
Mid-America Fire & Safety	\$24,292.60

Although low bid was from Mid-America Fire & Safety, the Lion Apparel bid by them took several exceptions; the most concerning exception was to sleeve length, which were specified to be tailored to our firefighters. Lion Apparel sleeves are standard. We recommend that the bid be awarded to Fire Department Service and Supply due to meeting specifications.


Scott Foreman

cc: Robert Gunter, Finance Director

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-16

SPECIAL CONDITIONS

The City of Henderson is seeking sealed bids for the purchase of approximately ten (10) sets of firefighter protective clothing, bunker boots, coats, pants, gloves, hoods, and helmets. Additional replacement items or sets may be purchased throughout the year at bid prices.

1. The following is a description of bloodborne pathogen resistant protective clothing turnout coats and pants that will meet the minimum requirements of this specification. These specifications are to be considered as minimum and expressed as such. If the protective clothing delivered under this contract does not comply with these specifications, the protective clothing will not be accepted.
2. The successful bidder will be awarded a contract for one (1) year from the date of acceptance by the Henderson Board of Commissioners with an option to renew the contract for an additional year if mutually agreeable to both the City of Henderson and the bidder. All terms and conditions including price shall remain the same.
3. The successful bidder shall have the inventory and/or capability of delivering up to ten sets of coats and pants to the specified address within a maximum of 90 calendar days from the date the order is received. Delivery time in excess of the specified 90 days shall be considered grounds to void this contract.
4. The City reserves the right to cancel the contract of the successful bidder after thirty (30) days written notice if, in the opinion of the City Manager and/or Fire Chief, the successful bidder delivers items that fail to meet specifications or fails to deliver ordered items in a timely manner.
5. Bid prices shall include delivery to the Henderson Fire Department at 332 Washington Street, Henderson, Kentucky 42420. Bid prices shall remain firm throughout the contract term.
6. To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained company representative. Sizing shall be taken according to a schedule and location mutually agreed between the manufacturer and the Henderson Fire Department.
7. Bid items that are discontinued during the contract period shall not be substituted without prior approval of the Fire Chief.

SPECIAL CONDITIONS

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8. It is not the intent of these specifications to restrict or prevent any vendor from submitting a proposal on their product. The brands and styles listed represent a minimum quality sought by the Henderson Fire Department. Any substitution to these specifications indicated herein must be clearly defined and identified in writing and a sample of substituted item provided. Substitutions shall be equal or equivalent to the specified brands.
9. It is not the intent of these specifications to call for new, unusual, or experimental products, nor is it the intent of this agency to accept such proposals. Therefore, upon request, as proof of the ability to manufacture protective clothing of the type called for in this specifications, the manufacturer shall show proof that they have produced protective clothing for a minimum period of twenty (20) years.
10. The purpose of the clothing is to provide protection during structural firefighting operations or when certain physical hazards are likely to be encountered during non-fire related rescue operations, emergency medical operations, and victim extrication.
11. The vendor will make a manufacturers class on gear inspection and cleaning procedures available to the HFD yearly.

Technical question may be directed to Scott Foreman, Fire Chief at 270-831-1217. Bid procedure questions may be directed to Paul Titzer, Assistant Finance Director at 270-831-1290, ext. 2220.

- End of Section -

Invitation to Bid

Bid Reference No. 16-16

TECHNICAL SPECIFICATIONS

SIZING

Vendor will come to the Henderson Fire Department and measure each person before gear is ordered.

In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender: Gender specific Mens and Womens patterns
Waist: Even sizes
Body Shape: Relaxed and Regular Note: Relaxed is a fuller cut in the hips and thighs, like relaxed jeans.
Inseam: Even sizes

Jackets:

Gender: Gender specific Mens and Womens patterns will be available.
Chest: Even sizes
Back Length: Mens 29", 32", 35", 40"
Womens 26", 29"
Body Shape: Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.
Sleeve: 1" increments

Jackets and Pants available in only one standard shape will not be acceptable.

_____Comply _____Exception

OUTER SHELL MATERIAL - JACKETS AND PANTS

The "PBI GEMINI® XT MATRIX™" outer shell, trade name Gemini XT shall be manufactured by TENCATE and constructed of 60/40 Kevlar®/PBI™ modified plain weave outer shell fabric featuring a patented high tech grid of composite filament & spun yarns in a "Matrix Technology" with an approximate weight of 7.5 oz. per square yard. The shell material must be treated with SST□ (SUPER SHELLTITE) which is a durable water-repellent finish that also enhances abrasion resistance. Color of the garments shall be natural/gold. **Bids offering a 600 denier Matrix product and/or the Matrix shell without the SST□ will not be considered.**

_____Comply _____Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of 7.2 oz. per square yard TENCATE "ARALITE® NP"; one layer of 3.8 oz. per square yard aramid blend non-woven needle-punch batt, quilt stitched to a 3.4 oz. per square yard spun meta-aramid face cloth, teal in color, with Wickwell™ Plus finish. A 7 inch by 9

TECHNICAL SPECIFICATIONS

Page 2

inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

_____ Comply _____ Exception

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE **CROSSTECH® black moisture barrier** - Type 2F, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon®) matrix having a continuous hydrophilic (i.e. water-loving) and oleophobic (i.e. oil-hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

_____ Comply _____ Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____ Comply _____ Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR Velcro® fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs shall be color coded to a corresponding snap tab in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

_____ Comply _____ Exception

TECHNICAL SPECIFICATIONS

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THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____Comply _____Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch.

_____Comply _____Exception

ITEM #1: TURNOUT COAT

BODY

The body of the shell liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex[®] thread. One-piece outer shells shall not be acceptable. The coat shall be "tails" design or have name bar attached to bottom of the coat.

_____Comply _____Exception

The jackets shall include inverted pleats to afford enhanced mobility and freedom of movement. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem.

The thermal liner shall have a single inverted pleat located at the upper middle of the back. It will be designed to expand with the outer shell pleats to provide maximum expansion.

The moisture barrier shall be designed with darts corresponding to the added length in the shell provided by the back pleats. The darts are positioned at the shoulder blades of the moisture barrier, outside of the SCBA straps and work together with the outer shell and the thermal liner pleats in the back providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

_____Comply _____Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar[®] with a red Nomex[®] center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit

TECHNICAL SPECIFICATIONS

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between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

_____ Comply _____ Exception

LINER ACCESS OPENING (JACKET)

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR Velcro® fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar. This opening shall run the full length of the collar for the purpose of inspecting the inner surfaces of the jacket liner system. The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four Ara-Shield® snap fasteners at each sleeve end. The outside perimeter of the AXTION® liner moisture barrier and thermal liner layers shall be bound together along the side and bottom edges with a bias-cut neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. Stitching used to secure the thermal liner and moisture barrier in place of the neoprene shall not be considered, since stitching is not able to provide the same level of abrasion resistance.

_____ Comply _____ Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA..

The trim shall be in the following widths and shall be **NYC style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow. Each coat shall have 3" letters reading HFD sewn on 4 inches down from collar on the back of the coat centered between shoulder seams. Each coat shall have the name of the firefighter sewn on the tail of the coat.

_____ Comply _____ Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC. this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____ Comply _____ Exception

TECHNICAL SPECIFICATIONS

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LETTER PATCH

Hanging Letter Patch

The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape.

_____ Comply _____ Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a four-layer construction and be of two-piece design. The collar shall have a minimum of 3 rows of quilting. The outer layers shall consist of outer shell material, with a minimum of two-layers of specified moisture barrier sandwiched in between (see Moisture Barrier section). The rear inside ply of moisture barrier shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be of two piece design with the left and right halves of all component materials joined in the center by stitching, thereby permitting the collar to retain its proper shape and roll. The collar shall be minimum 3½ inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. Inside the collar, above the rear seam where it is joined to the shell shall be a strip of 5/8 inch wide FR Velcro® hook fastener tape running the full length of the collar. The collar's front layers of moisture barrier and outer shell shall have an additional strip of 5/8 inch wide hook fastener tape stitched to the inside lower edge and running the full length of the collar. These two inside strips of 5/8 inch wide FR Velcro® hook fastener tape sewn to the underside of the collar shall engage corresponding pieces of FR Velcro® loop fastener tape at the front and back neck area of the liner system.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

_____ Comply _____ Exception

TECHNICAL SPECIFICATIONS

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JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

_____ Comply _____ Exception

STORM FLAP

A rectangular storm flap measuring approximately 3 inches (6 inches for hook and dee inside/FR Velcro® outside closure; aka #7C) wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

_____ Comply _____ Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR Velcro® fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured with FR Velcro® fastener tape. A 1½ inch piece of FR Velcro® loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR Velcro® hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____ Comply _____ Exception

CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. *The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bartacks and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1 ½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch

TECHNICAL SPECIFICATIONS

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FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

_____ Comply _____ Exception

SLEEVES

The sleeves shall be of two piece construction, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

_____ Comply _____ Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with black Ara-Shield® material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____ Comply _____ Exception

WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with **Nomex® hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be white.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male

TECHNICAL SPECIFICATIONS

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snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____Comply _____Exception

LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

_____Comply _____Exception

LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7 inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

SHOULDER REINFORCEMENT

The tops of the shoulders (front yoke) of the outer shell shall be reinforced on the outside with an extra layer of outer shell material. The additional shoulder reinforcement layer shall also serve to increase thermal insulation to the shoulder area. The reinforcements shall be double stitched to the shell and shall measure approximately 4 inches wide near the collar and approximately 6 inches wide at the juncture of the sleeve and body panels.

_____Comply _____Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside

TECHNICAL SPECIFICATIONS

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of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket size shall be determined at the time of order.

Note: radio pocket 6-inch and over in height requires trim.

_____ Comply _____ Exception

MICROPHONE STRAPS

Straps shall be constructed to hold a microphone for a portable radio. They shall be sewn to the jacket at the ends only. The size of the microphone straps shall be 1 inch x 3 inches. The microphone straps shall be mounted on the left and right chest and shall be constructed of double layer outer shell material.

_____ Comply _____ Exception

HELMET SNAP & 1X12 VELCRO STRAP

The jackets shall be equipped with a flashlight retainer strap. An inward facing metal helmet snap, attached to a double thickness self material tab, shall be double riveted in a vertical position to the upper chest. A double thickness strap of outer shell material measuring approximately 1 inch by 12 inches, shall be double stitched to the jacket in the middle of the strap approximately 4 inches below the safety hook. 1 inch by 4 inch FR Velcro® fastener tape shall be attached to the loose ends of the strap so that they may be joined together around the flashlight. The retainer strap shall be located on the right chest in place of the mic strap.

_____ Comply _____ Exception

ITEM #2: TURNOUT PANTS

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.

_____ Comply _____ Exception

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SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

_____Comply _____Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together at the front fly for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement of black Nomex® twill webbing sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. As described previously, the pant thermal layer snaps directly to the independent waistband by means of nine snap fasteners.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

_____Comply _____Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC. this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____Comply _____Exception

TECHNICAL SPECIFICATIONS

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ELASTICIZED WAISTBAND

The pant design facilitates the transfer of the weight of the pant to the hips instead of the shoulders and suspenders. The two rear outer-shell body panels, beginning at the pant side seams, shall incorporate an elasticized waistband. The rear elasticized waistband shall be integral to the shell of the pant and the elasticized portion shall be covered in an aramid fabric.

The waist area of the pants shall incorporate an independent stretch waistband on the inside with a separate piece of black aramid outer shell material cut on the bias (diagonally) measuring not less than 2 inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband only serve to save the manufacturer both money and labor and shall be considered unacceptable.

_____ Comply _____ Exception

EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

Appropriate snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

_____ Comply _____ Exception

BELT

Each pant shall include a 2 inch wide black aramid belt with an adjustable hi-temp thermoplastic buckle serving as the exterior primary positive locking closure. Sizing adjustments shall be provided by a self locking 2 inch thermoplastic buckle; this buckle shall also provide a quick-release mechanism for donning and doffing. The belt shall be attached to the two front body panels of the pant beginning at the side seams. The belt shall run through tunnels constructed of black 7½ oz aramid outer shell material protecting it from damage. The tunnels will begin at the side seams and terminate at the front of the pant exposing the buckle. A single belt loop constructed of a double layer of black 7½ oz aramid measuring approximately ½ inch by 3 inches shall be attached to the

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topside of the right side tunnel. The belt loop will be located approximately 2 inches from the tunnel opening for storage of the belt tab.

_____Comply _____Exception

KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

_____Comply _____Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of three additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with black Ara-Shield[®] material. The knee reinforcement shall be centered on the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The lower edge of the Ara-Shield[®] knee reinforcement shall be turned under so that the lower row of stitching is covered and protected from abrasion.

Note: Knees will be raised 2 inches on pant sizes 44 and above.

_____Comply _____Exception

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PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of neoprene coated aramid batt and three layer of quilted aramid batt. Both layers of padding shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward.

_____ Comply _____ Exception

EXPANSION (BELLOWS) POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with an additional layer of Kevlar® twill material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. *The right pocket flap shall be split.*

_____ Comply _____ Exception

POCKET DIVIDER

The right side expansion pocket shall be equipped with a vertical divider separating the pocket into two compartments. The divider will split the pocket 50/50.

_____ Comply _____ Exception

EXPANSION POCKET REINFORCEMENTS

The lower half of the expansion pockets shall be reinforced on the outside with black Ara-Shield® material.

_____ Comply _____ Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with black Ara-Shield® material. The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

_____ Comply _____ Exception

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Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification number
Date of manufacture
Size

_____Comply _____Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

_____Yes _____No

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____Comply _____Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

**ITEM #3 STRUCTURAL FIREFIGHTING 14" PULL-ON
BOOTS**

NFPA 1971 and NFPA Compliant

Meets or exceeds NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, 2007 Edition for Structural Firefighting and NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, 2005 Edition.

_____Comply _____Exception

General Design

14" Pull-On athletic footwear (cement construction) boot, black flame-resistant and waterproof leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather-trimmed webbing pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel, liquid and chemical

resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration – resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded up outsole and toe bumper, 3D lasting board, molded heel counter, internal heel fit system, and removable molded footbeds including a second thicker pair.

_____ Comply _____ Exception

FireStorm Leather

Heavy-duty, flame-resistant and waterproof full-grain cattle hide leather measuring 2.0-2.2 mm of thickness for durable tear and puncture resistance.

_____ Comply _____ Exception

Bootie-Shield Liner

A protective bootie-shield of 65% NOMEX®, 35% KEVLAR® fiber stitchbonded non-woven batting weighing 4.0 oz/yd² is positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional protective bootie-shield between the leather shell and the CROSSTECH® moisture barrier bootie will not be acceptable.

_____ Comply _____ Exception

CROSSTECH® Footwear Fabric

A full-height bootie liner made from a package of Cembrelle®, 300 g insulation, and CROSSTECH® moisture barrier to provide protection unmatched by any other waterproof, breathable barrier and as defined by the specified NFPA standards.

_____ Comply _____ Exception

Athletic Footwear (Cement) Construction

Contoured outsoles are bonded to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. This attachment process is far more flexible than welted construction. Goodyear welt or direct attach construction methods are not acceptable.

_____ Comply _____ Exception

VIBRAM® Synthetic Rubber Contoured Cup Outsole

Molded synthetic rubber outsole wraps onto the upper for athletic shoe performance. Flame, abrasion, oil, acid, and slip resistant compound engineered for high-traction, cold-weather resistance, and durability. Siping lines cut into flat areas open up when flexed to provide additional traction on water and ice. Self-cleaning lugs and omni-direction tread pattern designed for superior performance in all terrains and when working on ladders.

_____ Comply _____ Exception

LENZI® Puncture Protection

High performance penetration protection made from multiple layers of HT ceramic fabric (PEOX blended with silicates). Exceeds NFPA standards for safety.

_____ Comply _____ Exception

3D Composite Lasting Board

Boot uppers are lasted to a molded and contoured dual-density lasting board with a built-in flex zone in the forefoot and a torsionally stable heel.

_____ Comply _____ Exception

Composite Shank

Lighter than steel, doesn't transmit heat or cold, and springs back to shape better.

_____ Comply _____ Exception

Composite Safety Toe Cap

Lighter than steel and doesn't transmit heat or cold. Exceeds NFPA standards for safety.

_____ Comply _____ Exception

Molded Heel Counter

A rugged heel counter is individually molded to fit each size perfectly.

_____ Comply _____ Exception

Padded Shin Guard

Padded polymer shin guard provides extra protection when you are working on a ladder.

_____ Comply _____ Exception

Synthetic Rubber Toe Bumper

Molded synthetic rubber toe bumper provides abrasion resistance when crawling. Cemented and 2-needle stitched to the vamp.

_____ Comply _____ Exception

TECHNICAL SPECIFICATIONS

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Webbing Pull-Straps

NOMEX® webbing pull-straps with leather trim are securely attached to the leather uppers by inserting into collar seam to minimize stitching through the leather and to keep them on for good. Pull strength must be a minimum of 120 lbs. when tested with a single handle.

_____ Comply

_____ Exception

Sizes

Boots must be available in Men's 5-12 (full and half sizes), 13-17 (full sizes only) in Medium, Wide, and X-Wide widths. Boots must be available in Women's 5-10 (full and half sizes) in Medium, Wide, and X-Wide widths.

- End of Section -

MUNICIPAL ORDER _____

MUNICIPAL ORDER AWARDING BID FOR THE PURCHASE OF
FIRE PROTECTIVE CLOTHING FOR THE FIRE DEPARTMENT TO
FIRE DEPARTMENT SERVICE AND SUPPLY OF LOUISVILLE
KENTUCKY, IN THE TOTAL AMOUNT OF \$26,000.00

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of fire protective clothing for the Fire Department; and

WHEREAS, bids were submitted to the City of Henderson pursuant to said invitations, and were publicly opened on May 25, 2016, with Fire Department Service and Supply of Louisville, Kentucky submitting the best bid which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Fire Department Service and Supply, 1902 Campus Place, Suite 3, Louisville, Kentucky 40299 for the purchase of fire protective clothing for the Fire Department, in the total amount of \$26,000.00 in strict accordance with their bid as submitted pursuant to Bid Reference 16-16

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

Commissioner Royster _____
Commissioner Mills _____
Commissioner Johnston _____

Commissioner Hite _____
Mayor Austin _____

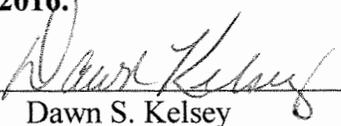
**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE
READING, this the _____ day of June, 2016.**

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-116

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager *RS*
SUBJECT: Purchase of 2017 Small Truck with Dump Bed

The accompanying municipal order authorizes the purchase of a 2017 Small Truck with Dump Bed from Town & Country Ford, Evansville, Indiana in the low bid amount of \$37,950.00.

The purchase is for a 2017 F-450 SD truck with a dump bed for the Central Garage.

Bid packages were sent to twenty vendors, with four received. The low bid of Town & Country Ford fully complies with the bid specifications and award is recommended accordingly.

In December of 2015, the Board of Commissioners approved purchase of a 2016 Ford F-450 chassis with installed dump bed from Valley Truck Equipment, Utica, Kentucky in the amount of \$36,842.28 from the Fiscal 2016 budget; however, that vehicle was never delivered to the City. Therefore, sufficient funds are available in the Fiscal 2016 budget for this current purchase.

Your approval of the attached municipal order is requested.

c: Brian Williams
Paul Titzer

City Commission Memorandum
15-247

December 2, 2015

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager

SUBJECT: Purchase of Vehicles

The accompanying resolution authorizes the purchase of a 2016 Ford F-350 chassis with installed dump bed from Dempewolf Ford, Henderson; a 2016 Ford F-450 chassis with installed dump bed and two Ford F-250 pickup trucks with installed service beds from Valley Truck Equipment, Utica; and a 2016 Ford F-350 extended cab chassis with installed service bed from Town and Country Ford, Evansville, in the low bid amounts of \$29,685.91; \$36,842.28 and \$54,148.00; and \$43,950.00 respectively.

The F-350 with dump bed will be placed in the Parks and Recreation department Cemetery division replacing 453-007 a 1997 Ford F-350. The F-450 with dump bed and one of the F-250 pickup trucks will be placed in the Public Works department Public Way Improvement division replacing 342-057 a 1988 Ford truck and 342-058 a 1999 Dodge Ram. The F-350 extended cab with service bed will be placed in the Public Works department City Garage division replacing 366-001 a 1999 Chevrolet C-350; and the remaining F-250 pickup truck will be placed in the Public Works department Traffic Control division replacing 234-018 a 2003 Ford F-250. All the new vehicles replace older units that will be taken out of service as they were expensive to maintain, undependable, in poor condition and have outlived their useful lives.

Bid packages were sent to twenty-one vendors with nine submitting bids for Item A-One (1) one ton cab and chassis with installed dumb bed; seven bids received for Item B-One (1) cab and chassis with installed dump bed; seven bids received for Item C-One (1) one ton extended cab with installed service bed; and nine bids received for Item D-Two (2) ¾ ton pickup truck with installed service body. Dempewolf Ford submitted the low bid on Item A; Valley Truck Equipment submitted the low bid on Items B and D; and Town and Country Ford submitted the low bid on Item C. All bids meet specifications and award is recommended accordingly.

Adequate funds are budgeted in the Fiscal 2016 budget for these vehicles. Your approval of the attached resolution is requested.

c: Brian Williams
Trace Stevens
Robert Gunter
Paul Titzer

**Public Works Memorandum
16-07**

Date: May 27, 2016
TO: Russell Sights, City Manager ✓
FROM: Brian Williams, Public Works Director *BW*
RE: Bid Reference No. 16-17, small truck with dump bed

Bids were opened May 26, 2016 for a 2017 small truck with dump bed.

The bids opened were as follows:

Bidder	Amount
Town & Country Ford	\$37,950.00
Valley Truck Equipment	\$38,362.78
Ruxer Ford Lincoln Inc.	\$39,237.50
Crossroads	\$40,650.00

This bid is for the purchase of a 2017 small truck with dump bed. I recommend that Bid Reference No. 16-17 in the amount of \$37,950.00 be awarded to Town & Country Ford, Evansville, IN.

CITY OF HENDERSON, KENTUCKY
 BID TABULATION SHEET

BID REFERENCE NO.: 16-17
 DATE BID OPENED: 05/26/16
 APPROVAL DATE: _____
 ACCEPTANCE FORM SENT: _____

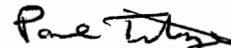
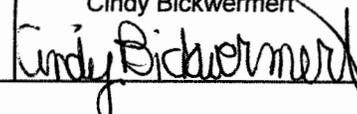
TOWN & COUNTRY FORD
 EVANSVILLE, IN

VALLEY TRUCK EQUIPMENT
 UTICA, KY

RUXER FORD LINCOLN INC
 JASPER, IN

CROSSROADS
 FRANKFORT, KY

	One (1) 2017 Model Year Small Truck with Dump Bed	\$37,950.00	\$38,362.78	\$39,237.50	\$40,650.00			

Other Bidders Contacted:	Bids Opened & Recorded By:	Bids Reviewed By:
Don Moore Chevrolet-Cadillac; Moore Ford-Mercury; Expressway Auto World; Audubon Chrysler Center; Dempewolf Ford Lincoln-Mercury; Henderson Chevrolet-Oldsmobile; Paul Miller Ford; Wilcat Ford; Jones Auto Group; Uebelhor & Sons; Bob Hook Chevrolet; Freedom Dodge Chrysler Jeep; Bachman Auto Group; Meyer Truck Equipment Co.; Elpers Truck Equipment; VanAuto Fleet	 Paul Titzer Cindy Bickwermer 	Brian Williams

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-17

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

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

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

All bid prices shall include delivery to the City of Henderson, Central Garage, 1131 Fifth Street, Henderson, Kentucky.

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

Bid procedure questions may be directed to Paul Titzer, Assistant Finance Director, at 270-831-1290, ext. 2220.

One (1) New 2017 Model Year Cab and Chassis with Installed Dump Bed:

Engine

- 6.4L Gas engine (min)

GVWR

- 16,500 pounds

Transmission

- Automatic (2WD)

Equipment

- A/C, vinyl or cloth bench seat, dual 7"x10" outside rearview mirrors, am/fm radio, intermittent wipers, airbags, dual rear wheels, towing package

Tires

- Steel belted radial, all season, black wall

Paint and Interior

- White with color coordinated interior, vinyl floor covering

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 2

Installed 9' Dump Bed

Sides

- Sides shall feature sloped top and lower rails for easy dirt shedding. Sides shall be constructed of a minimum of 12 gauge high tensile steel. Sides are to contain two cheater board pockets each, one at the front and one at the rear of the body to allow for a nominal 2x6 to be installed for increased dump volume.

Side Height

- 16"

Tailgate

- Tailgate shall feature sloped top and lower rails for easy dirt shedding. Tailgate shall feature a seamless two-piece construction with 12 gauge steel outside panel and 10 gauge inner walls. Tailgate shall be double-acting in order to accommodate both drop down pick-up style and spreader applications. Tailgate shall possess quick release, one-handed lever for easy drop down action.

Floor

- Floor shall be constructed of a minimum thickness of 7 gauge high tensile steel and shall be fully seam welded. The floor shall be sloped to side interface to reduce material adhesion on sides.

Understructure

- Understructure shall feature a "crossmemberless design" with trapezoidal fully boxed 7 gauge HRCQ long sills that run the entire length of the floor.

Lighting

- All lighting shall comply with FMVSS 108 requirements.

Warranty

The following items shall be covered by a minimum three year limited warranty to the first owner/user of record:

- No rust through
- Free from defects in workmanship
- Free from defects in materials

Cab Protector

- Cab protector shall be constructed of 10 gauge high tensile steel with a punched window for operator visibility. Cab protector to extend ¼ over cab.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 3

Hoist

- Hoist shall feature sub-frame design and a rugged steel lift arm construction for stable lifting. Hoist shall be double-acting with power up and power down. Powered by a 12 volt pump with a pendant switch control. Control of the dump bed will be accessible from inside and outside the cab.

Manual Roll Back Tarp to be included

Color

- Black

Class V Receiver Hitch

- With 7/4 combo electric plug

Backup Camera to be included

Audible Backup Alarm to be included

- End of Section -

MUNICIPAL ORDER _____

MUNICIPAL ORDER AWARDING BID FOR THE PURCHASE OF A SMALL TRUCK WITH DUMP BED TO TOWN AND COUNTRY FORD, OF EVANSVILLE, INDIANA , IN THE TOTAL AMOUNT OF \$37,950.00

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of a small truck with dump bed for the Public Works Department; and

WHEREAS, bids were submitted to the City of Henderson pursuant to said invitations, and were publicly opened on May 26, 2016, with Town and Country Ford of Evansville, Indiana submitting the best bid which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Town and Country Ford, 7720 E. Division Street, Evansville, Indiana 47715 for the purchase of a small truck with dump bed for the public works department, in the total amount of \$37,950.00, in strict accordance with their bid as submitted pursuant to Bid Reference 16-17.

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

Commissioner Royster _____
Commissioner Mills _____
Commissioner Johnston _____

Commissioner Hite _____
Mayor Austin _____

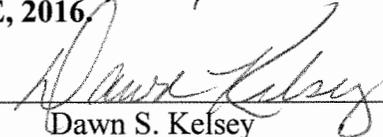
INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of June, 2016.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-127

June 10, 2016

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: Municipal Order Awarding Bid for Design and Construction of Drive-Through Canopy for the Henderson Municipal Center to Q & S Contracting, Inc. of Sebree, Kentucky

The accompanying municipal order authorizes the award of a bid to Q & S Contracting, Inc., Sebree, Kentucky for the amount of \$90,897.00 for the design and construction of a new drive-through canopy for the Henderson Municipal Center located at 222 First Street.

Bid packages were sent to six contractors, with three bids received. The bid of \$90,897.00 fully complies with the bid specifications and award is recommended accordingly. As detailed in the attached memorandum, the low bid from another contractor of \$15,250.00 was improperly submitted and did not meet specifications. Attached is a legal opinion from City Attorney Dawn Kelsey which gives two alternatives for the Board of Commissioners to consider in the award of this contract.

Sufficient funds are available for this construction. Your approval of the attached municipal order is requested.

c: Buzzy Newman
Dylan Ward
Brian Williams
Paul Titzer

LEGAL DEPARTMENT

MEMORANDUM 16-04

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

From: Dawn S. Kelsey, City Attorney *dek*

Dated: June 3, 2016

Subject: Municipal Order for Bid for Drive-Thru Canopy

Pursuant to KRS 45A.365, all contracts or purchase of \$20,000 or greater shall be awarded by competitive sealed bid. The invitation bid shall state that the award shall be made on the basis of the lowest bid price or the lowest evaluated bid price. If the bid is for the lowest evaluated bid, then the invitation for bid shall include objective measurable criteria to be utilized. A contract shall be awarded to the lowest evaluated bid price.¹

In the invitation to bid, the objective criteria were set out for the lowest evaluated bid. The lowest evaluated bid criteria found within the bid package stated that 80% of a contractor's score would be based on their bid price, while 20% of their score would be based on the length of their proposed schedule, for a total possible score out of 100.

The bid results were as follows:

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Proposed Schedule</u>	<u>Total Score (out of 100)</u>
Q & S Contracting, Inc.	\$ 90,897.00	70 Days	99.91
AVP, Inc.	\$ 90,800.00	75 Days	98.67
Performance Exterior, Inc.	\$ 15,250.00	3 – 5 Days	N/A

Using the objective criteria, the lowest evaluated bid was Q & S Contracting, Inc. Consequently, under KRS 45A.365, the Commission has the option to award the bid to the lowest evaluated bidder which is Q & S Contracting, Inc. or under the terms of the invitation to bid, the Commission may reject all bids. If the Commission rejects all bids, then the bid process will restart.

¹ KRS 45A.365(5) A contract shall be awarded with reasonable promptness by written notice to the responsive and responsible bidder whose bid is either the lowest bid price or the lowest evaluated price after the application of any reciprocal preference for the resident bidder required by KRS 45A.494. ["resident bidder" refers to resident of Commonwealth]

Public Works Department Memorandum
16-01

May 17, 2016

TO: Russell Sights, City Manager

FROM: Dylan Ward, Public Works Engineer

THRU: William Newman, Assistant City Manager *WJN*
Brian Williams, Public Works Director *BW*

SUBJECT: Bid Reference 16-14, Design & Construction of a New Drive-Thru Canopy

Bids were opened on May 12, 2016 for the design and construction of a new drive-thru canopy at the Henderson Municipal Center. As part of the bid, each contractor was required to submit a proposed schedule for project completion. The lowest evaluated bid criteria found within the bid package stated that 80% of a contractor's score would be based on their bid price, while 20% of their score would be based on the length of their proposed schedule, for a total possible score out of 100. We chose these criteria because we wanted the contractor to propose a realistic, yet competitive schedule that would not drive up construction costs, but that would also allow us to re-open the drive-thru window to the public as soon as possible.

This contract does not include the purchase or installation of the track system or its electrical components. That will be bid out under a separate contract.

Three bids were received; however, the bid from Performance Exterior, Inc. of Louisville, KY was not submitted properly and does not meet specifications, so it has been rejected.

The bid results were as follows:

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Proposed Schedule</u>	<u>Total Score (out of 100)</u>
Q & S Contracting, Inc.	\$ 90,897.00	70 Days	99.91
AVP, Inc.	\$ 90,800.00	75 Days	98.67
Performance Exterior, Inc.	\$ 15,250.00	3 – 5 Days	N/A

This bid is for the design and construction of a new drive-thru canopy at the Henderson Municipal Center.

I recommend that Bid Reference 16-14, Design & Construction of a New Drive-Thru Canopy, be awarded to Q & S Contracting, Inc., P.O. Box 347, Sebree, KY 42455 per the lowest evaluated bid criteria found within the bid package.

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-14

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is soliciting bids for the design and construction of a new drive-thru canopy for the Henderson Municipal Center located at 222 First Street, Henderson, KY 42420.

SPECIFICATIONS AND REQUIREMENTS:

The work involved under this contract is for the design and construction of a new drive-thru canopy for the Henderson Municipal Center. The scope of work covered under this contract includes but is not limited to: the engineered design and construction of a two lane cantilevered drive-thru canopy, which includes demolition, foundations, a concrete island, steel fabrication, roof installation, drainage, bollards, and electric work. The owner shall furnish the track system equipment and accessories under a separate contract, however, the contractor shall be responsible for coordinating with the City's third-party vendor to ensure that all necessary accommodations are made within the canopy for all of the track system components.

The contractor shall submit a proposed schedule with their bid amount that indicates the number of calendar days required for design and construction.

The City shall select the winning contractor based on the criteria attached herein, which shall take into account both the total bid amount and the schedule proposed by the contractor.

Mandatory Pre-Bid Meeting: All potential bidders are required to attend a mandatory pre-bid meeting on Tuesday, May 3rd, 2016 at 1:30 P.M. in the 3rd floor assembly room at the Henderson Municipal Center.

All work shall be completed according to the proposed schedule in the bid submittal. The clock will begin 10 days after the notice to proceed has been issued. The penalty for each day beyond the scheduled completion date shall be \$100 per calendar day and will be deducted from the final invoice. During certain periods of the month there is very heavy traffic at the drive-thru window. During construction, the owner may be receptive to a modified schedule presented by the contractor that benefits both parties that allows the drive-thru window to stay open. This plan will be considered in the evaluation of the proposals. The contractor's deadline will be extended by a like number of days if the City suspends work for any number of days.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 2

The contractor is responsible for designing the canopy with the criteria given and for providing all materials, equipment, and labor for this project unless noted otherwise in this bid package.

Furthermore, the entrance on the east side of the Municipal Center may need to remain open to the public during regular business hours on certain days.

The construction of the drive-thru canopy will be contracted as a design-build project. The contractor shall submit a bid that meets all of the criteria contained herein or the proposal shall be rejected.

Upon receiving a notice to proceed from the City, the contractor shall proceed with the design of drive-thru canopy. The contractor must provide the City with two copies of the plans for the project that must be stamped and/or approved by all appropriate parties (i.e. structural engineer, codes administrator, etc.) before construction may begin. A complete set of drawings must be submitted to the City and approved by the City in writing before construction may begin. The City must be given two full business days to review the drawings to ensure that the plans meet all specifications laid out in the bid documents.

Canopy construction shall commence upon approval of the contractor's drawings. The penalty for each day beyond the contractor's proposed schedule shall be \$100 per calendar day and will be deducted from the contractor's final invoice.

The Public Works Engineer will be the coordinator for this project and will review all submitted drawings.

The contractor's bid price shall include the cost to both design and construct the two lane drive-thru canopy and all other associated costs as outlined in this bid package. The contractor is responsible for providing a set of stamped plans and shop drawings for construction.

DESIGN & CONSTRUCTION REQUIREMENTS

Design Information:

Included in this bid package are drawings that show the approximate dimensions of the existing infrastructure as well as the proposed infrastructure. When designing the canopy structure, the contractor must meet all of these specifications. The contractor is responsible for producing the final steel design plan that shows how the steel is to be fabricated as well as what type and size of beams and columns to use along with any other required supports. The contractor is also responsible for designing the foundations

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 3

and rebar for the canopy. All designs must be approved by a licensed Professional Engineer before construction can begin, and must meet all of the included criteria.

Project Description:

The drive-thru canopy shall cover two lanes of traffic as shown in the attached drawings. The inner lane will be 9' wide and fully covered, while the outer lane will be covered by a cantilevered section of the canopy that is to extend at least 5' past the edge of the curb island.

The clearance between the driving surface and the at finish soffit of the canopy structure over the driving lane is to be a minimum of 9'-6". Due to the grade of the parking lot the contractor may need to lengthen the columns on the island to ensure that the canopy remains level, therefore, no column heights are given on the drawings.

General Conditions:

- The contractor shall furnish a supervisor to be on site each day that work is occurring.
- The contractor is responsible for locating all utilities before work begins.
- All trash and debris should be removed from the site.
- A portable restroom shall be furnished for the contractor's employees to use.
- Temporary fencing shall be installed around the work area and secured at the end of each work day.
- The contractor is responsible for all traffic control and signage on the project site.
- All asphalt patching will be performed by the owner.
- All electric rough-in and fixtures will be performed by the owner.
- Concrete washout is to be provided by the contractor and must be off-site.

Demolition:

The contractor is responsible for any demolition and/or excavation required for constructing the canopy.

Island Construction:

The contractor shall install a 2' wide by 8" tall concrete island as shown in the drawings. The contractor shall install the footings for the columns that will support the cantilevered section underneath the island as shown in the drawings.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 4

Foundations:

The contractor is responsible for all foundation design and construction as outlined in this bid package. Rather than cutting the existing concrete slab next to the building to install new footers for the two columns closest to the existing building, the contractor shall provide a design that ties the columns into the existing concrete slab (i.e. anchor bolts, epoxy, etc.). When bollards were installed around the new window, 13" of concrete were removed from the top of the curb without finding the bottom of this concrete slab (the exact depth is unknown).

For the other two columns, the contractor is to design and install foundations beneath the concrete island using concrete and rebar. The contractor shall provide a foundation design that has been approved by a licensed Professional Engineer that includes the type of concrete and rebar pattern to use in the foundations.

Steel & Roof Structure:

The beams and columns for this structure shall be made of steel. It is the contractor's responsibility to design a steel plan based on the criteria and dimensions given. This structure must be designed and approved by a licensed Professional Engineer who must take into account the appropriate loads for the canopy.

The roof structure shall include a metal roof deck with a parapet wall. The roof will consist of a parapet wall structure with 2 x 6 metal studs, 5/8" exterior drywall sheathing, and 1" EFIS. The parapet wall shall be capped with a bronze aluminum metal cap to match the building's existing bronze color finish.

The top of the roof canopy shall consist of 60 millimeter single ply fully adhere EPDM membrane over a steel deck. The membrane shall wrap over the top of the wall and terminate. There shall also be a 1" tapered roof insulation board that all drains to a center roof drain with a 4" diameter discharge line. The discharge line shall be routed to a column on the center island. The line shall be painted to blend with the column cover. The contractor shall provide two scuppers in the rear parapet wall for overflow conditions.

The underside of the canopy shall be composed of a hat channel. The soffit shall consist of 5/8" exterior drywall sheathing and a 1" EFIS finish with prime and two coats of finish paint. The fascia shall also be covered with a 1" EFIS finish. Metal studs shall be used for framing.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 5

Parapet walls, column wrap, and drive-thru ceiling shall consist of metal studs/hat channel, exterior drywall, and 2" EFIS finish (color to match existing limestone). For estimating purposes, the parapet wall is assumed to be 4 feet tall. The ceiling of the canopy shall have a smooth painted surface (include one prime coat plus two finish coats).

Bollards:

The contractor shall install four bollards around each of the two columns and the tube station located on the island for a total of twelve bollards. The bollards shall be made of steel pipe and filled with concrete leaving no air voids inside the bollards. The tops shall be rounded and they shall extend 42" above the curb and shall be 6.5" in diameter. The bollards shall be primed and painted to match the existing bollards next to the drive-thru window.

Electric:

The City will furnish all track system equipment and accessories needed for the second lane of the drive-thru canopy. The contractor is responsible for coordinating with the City's third-party vendor to ensure that all proper accommodations are made within the canopy structure for the track system components and all of its accessories. The third-party vendor hired separately by the City shall be responsible for installing the track system and its components. However, the contractor under this contract is responsible for coordinating with this third-party vendor so that the third-party vendor can install the track system and its components as the contractor's work progresses on the rest of the canopy project. The plan is to run the track system below the canopy ceiling into the existing building. All electric rough-in and fixtures will be performed by the owner.

Bid Bond:

A Bid Bond in the form of cash, certified check, or a satisfactory bond executed by the Bidder or a surety company in the amount of five percent (5%) of the total bid amount, payable to the City of Henderson, shall be submitted with each bid. Failure to include the bid bond shall result in rejection of the bid.

Performance and Payment Bonds:

The successful bidder must furnish, within seven (7) days of notice of bid award, a performance bond equal to 100% of the contract price, as well as a payment bond equal

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 6

to 100% of the contract price. Failure to supply the performance bond will result in forfeiture of the bid bond. Failure to comply with the provisions of the plans and specifications will result in forfeiture of the performance bond. All bonds must be in a form acceptable to the City of Henderson. The performance bond shall be held for a one-year guarantee period, at which time, it will be released if no defaults are found. The payment bond will be released as soon as the contractor has certified to the City that all material and labor used on the project have been paid for.

All bids shall remain in effect for sixty (60) days from date of opening.

The City's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

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.

\$1,000,000 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 AND TECHNICAL SPECIFICATIONS

Page 7

Payment and Retainage:

Payment will be made as follows: Upon receipt of an itemized invoice and payroll sheets for the completed work, the work will be inspected and all paperwork will be validated by the City. The invoice will then be paid. A ten (10%) retainage of the invoice amount will be held until all work has been completed and accepted by the City.

Other Requirements:

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

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

Mandatory Pre-Bid Meeting: All potential bidders are required to attend a pre-bid meeting on Tuesday, May 3rd, 2016 at 1:30 P.M. in the 3rd floor assembly room at the Henderson Municipal Center, 222 First Street, Henderson KY.

Failure to attend this pre-bid meeting shall render any bid submitted as non-responsive, and such bid will not be considered for award, unless alternative arrangements acceptable to the City are made.

All technical questions shall be addressed to the attention of Dylan H. Ward, Public Works Engineer, at dhward@cityofhendersonky.org or 270-831-1200. Bid procedure questions should be directed to Paul Titzer, Assistant Finance Director, at 270-831-1290, ext. 2220.

- End of Section -

MUNICIPAL ORDER. _____

MUNICIPAL ORDER AWARDING BID FOR DESIGN AND CONSTRUCTION OF A NEW DRIVE-THRU CANOPY FOR THE MUNICIPAL CENTER'S FINANCE DEPARTMENT TO Q&S CONTRACTING, INC., SEBREE, KY IN THE AMOUNT OF \$90,897.00

WHEREAS, the City of Henderson has issued invitations to bid for the design and construction of a new drive-thru canopy for the Municipal Center's finance department; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on May 12, 2016, with Q&S Contracting, Inc., of Sebree, KY , submitting the best bid, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Q&S Contracting, Inc., P.O. Box 347, Sebree, KY 42455, for design and construction of a new drive- thru canopy in the amount of \$90,897.00, in strict accordance with their bid as submitted pursuant to Bid Reference 16-14.

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

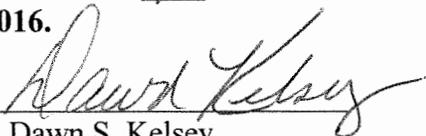
Commissioner Royster _____ Commissioner Hite _____
Commissioner Mills _____ Mayor Austin _____
Commissioner Johnston _____

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

ATTEST: _____
Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

UPCOMING
BOARD APPOINTMENTS

<u>BOARD</u>	<u>EXPIRATION DATE</u>	<u>TERM</u>
--------------	------------------------	-------------

CITY-COUNTY PLANNING COMMISSION

	<u>Current Term Expires</u>	<u>Term</u>
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