

City of Henderson, Kentucky
Board of Commissioners Meeting
Tuesday, June 28, 2016

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

AGENDA

1. Invocation: Reverend Mary Wrye, Methodist Hospital Chaplain
2. Roll Call:
3. Recognition of Visitors:
4. Appearance of Citizens:
5. Proclamations: “World Changers Week”
6. Presentations:
7. Public Hearings:
8. Consent Agenda:

Minutes: June 14, 2016 Regular Meeting

Resolutions:

- a. Resolution Authorizing Submittal of Grant Application to the Kentucky Office of Homeland Security (KOHS) for Funds in the Amount of \$280,000.00 to Purchase New 911 Phone System, and Acceptance of Grant if Awarded
- b. Resolution Adopting and Approving Execution of Municipal Road Aid Cooperative Program Agreement for FY 2017
- c. Resolution Approving Agreement with the Henderson City-County Airport Board Allocating \$135,336.00 for Airport Services
- d. Resolution Approving Agreement with the Downtown Henderson Partnership Allocating \$46,000.00 for Services in Support of Downtown Henderson

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

- e. Resolution Approving Agreement with Kentucky Network for Development, Leadership and Engagement, Inc. (Kyndle) Allocating \$60,000.00 for Economic Development Services
- f. Resolution Approving Agreement with the Humane Society of Henderson County, Inc. Allocating \$9,166.67 on a Monthly Basis for Animal Control and Shelter Services
- g. Resolution Approving Memorandum of Understanding Between the City of Henderson and Henderson County Tourist Commission Regarding Personnel for the Henderson Welcome Center
- h. Resolution Approving Community Development Block Grant Subrecipient Agreement with the Father Bradley Shelter for Women and Children, Inc.
- i. Resolution Authorizing Funding for Planning Commission and GIS
- j. Resolution Approving Agreement with Community One, Inc. Allocating \$25,000.00 to Benefit the Community of Henderson

9. Ordinances & Resolutions:

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

Ordinance Amending Budget and Appropriation Ordinance – FY 2016

First Readings: Ordinance Amending Zoning Regulations to Allow an Indoor Shooting Range as a Conditional Use

Ordinance Amending ABC License Fees Ordinance

Ordinance Accepting Public Improvements – Gardenside Commercial Subdivision

Resolutions: Resolution Approving Reimbursement Payments for Civil Service Pension Retirees

Resolution Authorizing the Extension of Sewer Service Outside City Limits – Finley Addition

10. Municipal Orders: Municipal Order Providing for Employee COLA

Municipal Order Providing for Commissioner COLA

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

11. Bids & Contracts:
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
16-139**

June 24, 2016

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

A proclamation will be presented at the June 28, 2016, meeting honoring “The 2016 World Changers” volunteers and their service in Henderson.

Representatives from World Changers and our Community Development division will be in attendance to receive the proclamation.

c: Buzzy Newman
Tammy Willett-Speaks



Proclamation

"HENDERSON HONORS THE 2016 WORLD CHANGERS"

Whereas

voluntary service takes on several different meanings but none more important than "a volunteer who works of his/her own free will, without external compulsion;" and

Whereas

many citizens of this community contribute to the well-being of fellow residents and the welfare of all our citizens by giving tirelessly of their time and energy without desire for recognition, or remuneration of personal gain; and

Whereas

tonight, we gather to give special thanks to the 2016 WORLD CHANGERS for their dedication to provide free labor for exterior housing repairs to improve housing conditions for approximately 14 low-to moderate-income households throughout the City of Henderson the week of June 28th – July 1st; and

Whereas

since 2004, the partnership between World Changers and the City of Henderson has had a significant impact on our neighborhoods from World Changers repairing and rehabilitating 213 homes with funding made possible from various sources over the years such as Affordable Housing Trust Funds, Repair Affair Funds, and Community Development Block Grant funds; and

Whereas

it is fitting that we should extend official recognition to this organization which has worked diligently in the best and worst of Mother Nature, often times unnoticed and unappreciated by the general public.

NOW, THEREFORE, I, Steve Austin, Mayor of the City of Henderson, Kentucky, do hereby proclaim the week of June 28th – July 1st, 2016, as "World Changers Week" and urge all citizens to join us in recognizing the valuable contributions being made by World Changers.

IN WITNESS WHEREOF, I have hereunto caused these letters to be spread upon this page and caused the seal of the City Henderson to be affixed this 28th day of June 2016.




Steve Austin, Mayor

ATTEST:


Maree Collins, City Clerk

City Commission Memorandum
16-141

June 24, 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 28, 2016, contains the following:

Minutes: June 14, 2016 Regular Meeting

- Resolutions:
- a. Resolution Authorizing Submittal of Grant Application to the Kentucky Office of Homeland Security (KOHS) for Funds in the Amount of \$280,000.00 to be Used to Purchase a New Phone System for the 911 Center, and Acceptance of Grant if Awarded; and Authorizing Mayor to Execute Documents and to Act as Authorized Correspondent for the Project
 - b. Resolution Approving Municipal Aid Cooperative Agreement with the Kentucky Transportation Cabinet for Maintenance and Construction of City Streets in Fiscal Year 2016 – 2017
 - c. Resolution Approving Agreement with the Henderson City-County Airport Board Allocating \$135,336.00 for Airport Services and Authorizing Mayor to Execute Agreement
 - d. Resolution Approving Agreement with the Downtown Henderson Partnership Allocating \$46,000.00 for Services in Support of Downtown Henderson and Authorizing Mayor to Execute Agreement
 - e. Resolution Approving Agreement with Kentucky Network for Development, Leadership and Engagement, Inc. (Kyndle), Allocating \$60,000.00 for Economic Development Services and Authorizing Mayor to Execute Agreement

- f. Resolution Approving Agreement With the Humane Society of Henderson County, Inc. Allocating \$9,166.67 on a Monthly Basis For Animal Control and Shelter Services; And Giving Mayor Authority to Terminate Agreement With a Thirty (30) Days Written Notice, And the Mayor is Authorized to Execute Agreement on Behalf of City
- g. Resolution Approving Memorandum of Understanding Between the City and Henderson County Tourist Commission Regarding Personnel for the Henderson Welcome Center
- h. Resolution Approving Community Development Block Grant Subrecipient Agreement with the Father Bradley Shelter for Women and Children, Inc. (SWC)
- i. Resolution Authorizing Funding for Henderson-Henderson County Planning Commission And Geographic Information System (GIS) in the Amount of \$342,166.00
- j. Resolution Approving Agreement with Community One, Inc. Allocating \$25,000.00 (Plus Any Remaining Funds From the Fiscal Year 2016 Appropriations) to Benefit the Community by Addressing the Housing Restoration Needs of Henderson, KY

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular *Meeting on* June 14, 2016

A regular meeting of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, June 14, 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 Virgil Hammontree, Minister, Central Church of Christ, 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 X R. Royster, III

ABSENT:

Commissioner Jesse Johnston, IV

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
Mr. Owen Reeves, Gas System Director
Mr. Paul Titzer, Assistant Finance Director
Mr. David Piller, Police Major
Mr. Greg Nunn
Mrs. Donna Stinnett, Public Information Officer
Mr. Tom Williams, Henderson Water Utility General Manager
Mr. Dylan Ward, Public Works Engineer
Mr. and Mrs. Jim Leach, Q & S Contracting, Inc.
Mr. Seth Allen
Mr. Pierce Battle
Mr. Mike Richardson, Police Reserve Officer
Ms. Laura Acchiardo, *the Gleaner*

PRESENTATION: “KaBoom! Playful City USA Designation”

MR. TRACE STEVENS, Parks & Recreation Director, presented the 2016 certificate recognizing Henderson as a Playful City. He indicated that this is our second year for receiving the designation. Henderson is one of nine cities in the Commonwealth to achieve this designation which is based on playgrounds, parks, park acreage, sports fields, and the cooperation and partnerships between the school system and local recreation facilities to insure the inclusion of recreation facilities for all ages throughout the community.

Mr. Stevens expressed his appreciation to the Commissioners for their support in recognizing the importance of play for our citizens.

PUBLIC HEARING: Municipal Aid Funds And Local Government Economic Assistance (LGEA) Funds For Fiscal Year Commencing July 1, 2016

MAYOR AUSTIN declared the Public Hearing on Municipal Aid funding and Local Government Economic Assistance funding opened and asked the City Manager to introduce the subject matter. Mr. Russell R. Sights, City Manager, explained that the purpose of the public hearing was to determine the expenditure of Municipal Aid and Local Government Economic Assistance funds anticipated to be in the amounts of \$541,300.00 and \$23,700.00 for use for

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Record of Minutes of A Regular Meeting on June 14, 2016

street and road improvements. Included in the budget is a list of the proposed streets and roads to be paved utilizing these funds. Including the street paving list, minor street paving, shoulder and sidewalk repair the total is \$780,000.00. Public Works Engineer Dylan Ward was in attendance to entertain questions regarding the proposed expenditure.

Mayor Austin then asked if any member of the public or the Board had questions or would like to speak on the proposed use of these funds. There being no further discussion Mayor Austin declared the Public Hearing closed at approximately 5:35 p.m.

APPROVAL OF CONSENT AGENDA:

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

Minutes: May 24, 2016, Regular Meeting

Resolution: 23-16 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.

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

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

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

WHEREUPON, Mayor Austin declared the consent items approved.

/s/ Steve Austin
 Steve Austin, Mayor
 June 14, 2016

ATTEST:
 Maree Collins, City Clerk _____

ORDINANCE NO. 18-16: SECOND 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

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

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

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

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

/s/ Steve Austin
 Steve Austin, Mayor
 June 14, 2016

ATTEST:

Maree Collins, City Clerk _____

ORDINANCE NO. 19-16: SECOND READ
 ORDINANCE AMENDING SEWER USE ORDINANCE
 AN 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

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

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

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

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

/s/ Steve Austin
 Steve Austin, Mayor
 June 14, 2016

ATTEST:

Maree Collins, City Clerk _____

ORDINANCE NO. 20-16: SECOND 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

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

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

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

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

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/s/ Steve Austin
Steve Austin, Mayor
June 14, 2016

ATTEST:
Maree Collins, City Clerk _____

ORDINANCE NO. 21-16: SECOND 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 Robert M. Mills, seconded by Commissioner Jan Hite, that the ordinance be adopted.

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

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

/s/ Steve Austin
Steve Austin, Mayor
June 14, 2016

ATTEST:
Maree Collins, City Clerk _____

ORDINANCE NO. 22-16: FIRST READ

MRS. DAWN KELSEY, City Attorney, explained that the 10” measurement has been used by the City since at least the mid 1990s when the City was under BOCA which referenced that measurement. When the City adopted the IPMC in 2001 the 10” height measurement was referenced; however, in subsequent years the height has been left up to the entity. This ordinance is to clarify that 10” is set as the limitation on grass and weed height under the City’s code and will be actionable.

ORDINANCE NO. 22-16: ORDINANCE AMENDING PROPERTY MAINTENANCE CODE

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

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

Discussion was held regarding how the code is enforced and if there might be an option for larger agricultural areas. Mrs. Kelsey explained that crops are exempted from the code.

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Absent:
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.

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ORDINANCE NO. 23-16: FIRST READ

ORDINANCE AMENDING BUDGET AND APPROPRIATION ORDINANCE
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

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

MAYOR AUSTIN explained to the audience that these large numbers were not what was added or adjusted, but were the totals for the year for each of these line items.

MR. ROBERT GUNTER, Finance Director, then detailed the changes amending the budget which include: \$9,000 insurance recovery for fire protective clothing; \$85,000 concrete street repairs on North Elm Street; \$50,000 Health Reimbursement Arrangement employee reimbursements; \$350,000 Health Insurance Fund; \$195,000 Bond payments; \$500,000 transfer station disposal fees (which will be covered by a similar increase in revenues); and \$79,000 CDBG Funds.

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

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

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

RESOLUTION NO. 24-16:

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

MOTION by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite to adopt the resolution approving up to \$239.00 per month in reimbursement payments to Police and Fire Pension retirees and their spouses who are entitled to or are receiving Medicare benefits.

MR. ROBERT GUNTER, Finance Director explained that this was included in the Budget under the old City Pension Plan for Police and Fire and the intent is to adjust this reimbursement amount annually utilizing the Consumer Price Index. A similar resolution will be brought forward to adjust the payment for the old Civil Service Pension Plan in the near future. Currently there are eight retirees and one active employee in the Civil Service Plan and approximately 26 retirees and/or spouses receiving this benefit in the Police and Fire Pension Plan.

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

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

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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
June 14, 2016

ATTEST:
Maree Collins, City Clerk _____

RESOLUTION NO. 25-16:
RESOLUTION APPOINTING LYNN DREW AS ACTING CITY CLERK

MOTION by Commissioner Jan Hite, seconded by Commissioner Robert M. Mills, to adopt the resolution appointing Lynn Drew as acting City Clerk in the absence of the City Clerk.

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Absent:
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
June 14, 2016

ATTEST:
Maree Collins, City Clerk _____

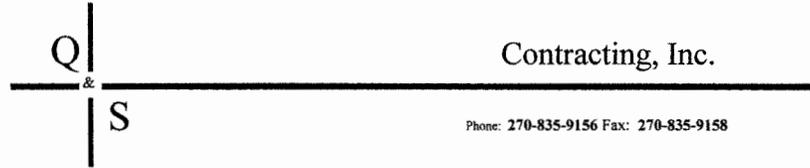
MUNICIPAL ORDER NO. 33-16:
MUNICIPAL ORDER AWARDING BID FOR DESIGN AND CONSTRUCTION OF A NEW DRIVE-THRU CANOPY FOR THE MUNICIPAL CENTER'S FINANCE DEPARTMENT TO Q & S CONTRACTING, INC., SEBREE, KENTUCKY IN THE AMOUNT OF \$90,897.00

MOTION by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, 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.

MRS. DAWN KELSEY, City Attorney, reported that this item is again presented for consideration and explained that under the Model Procurement Code items over \$20,000 must be bid, either by lowest bid price or lowest evaluated bid which must include an objective standard. In this situation it was done as lowest evaluated bid with the objective standard of 80 percentage points for lowest price and 20 percentage points for length of completion. Once a bid has been received it must be awarded or all bids must be rejected, there is no local preference option.

MAYOR AUSTIN indicated that a letter from Mr. Scott Perdue, Q & S Contracting, Inc., explaining their position on this matter. City Manager Sights asked the City Clerk to read the letter into the record:

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April 10, 2016

Mr. Paul Titzer
Assistant Finance Director
City of Henderson
P. O. Box 716
Henderson, KY 42419

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

Mr. Titzer:

Due to other commitments I will not be able to attend the meeting on Tuesday evening. I will ask my business partner to attend if at all possible. However should he also be unavailable please accept this as our comments for the record concerning the subject project.

Q & S Contracting did attend the preconstruction meeting and our bid was based on the bid documents that were provided to all bidders. In good faith we provided our bid price with other documentation requested within the bid form. We can only ask that you make the correct and proper decision by following the guidelines included in your bid documents.

Sincerely,
Q & S Contracting, Inc.

Scott Perdue

Q & S CONTRACTING, INC.

P. O. Box 347

Sebree, KY 42455

COMMISSIONER ROBERT M. MILLS indicated that he had thought about this over the last couple of weeks and that hearing the term objective standard mentioned tonight and recalled the detailed description from Mr. Ward at the previous meeting of those objective standards that were detailed in the bid documents. Although he would prefer to award the bid to a local vendor, that is not an option in this circumstance. The award should go to the lowest evaluated bidder with assurances that they must comply with all Occupational Licensing requirements. Mr. Paul Titzer, Assistant Finance Director assured Commissioner Mills that they would be required to receive an Occupational License and withhold the appropriate payroll tax as required.

COMMISSIONER JAN HITE indicated that she too had thought about this and that even though all except Mayor Austin voted no on accepting the bid at the last meeting due to the \$97 and five day difference, she felt like she led the charge making it clear to the owner of AVP that there weren't any games played and assured him that Q&S didn't know anything more than what

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he knew. She also said that the City has no control on who was sent to the pre-bid meeting to represent, and that if all of the information was not relayed there is nothing we can do about that. Because she spoke about it last meeting she felt that she needed to speak about it again and believes that the evaluation method that Mr. Ward and Mr. Newman put in place has proven to have been positive, considering how close these two bids were. In order to keep the integrity of the bidding process, we should award the contract to Q & S Contracting.

Commissioner Mills asked how long this project had been in the works. Mr. Dylan Ward responded that he has been working on it for about a year, but has known about it for at least two years. Commissioner Mills then asked how long it would extend the project if it were to be rebid. Mr. Ward responded about two months. Commissioner Hite indicated that that also concerns her and that if it were to be rebid it could allow for possible manipulation of numbers and time based on what has been submitted under this bid.

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

Commissioner Royster ---- Nay:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Absent:
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
June 14, 2016

ATTEST:

Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 27-16:

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

MOTION by Commissioner Jan Hite, seconded by Commissioner Robert M. Mills, to adopt the municipal order authorizing the submittal and acceptance of a grant, if awarded, to the COPS Hiring Recovery Program (CHRP) in the amount of \$588,788.32.

MR. DAVID PILLER, Police Major, explained that this grant is a community oriented policing COPS Hiring grant under the Department of Justice and is for three years with reimbursement up to \$375,000, the remainder would be the City's responsibility. Also the City would be responsible for a fourth year for positions awarded through this program. The positions, if awarded, would be for officers and would primarily focus on the East End area. Commissioner Mills asked Major Piller from his past years of doing this what the likelihood was of this grant being accepted. Major Piller responded that he has been involved in this three times before; with award of the first one and denial the second two.

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Absent:
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.

CITY OF HENDERSON – RECORD BOOK

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/s/ Steve Austin
Steve Austin, Mayor
June 14, 2016

ATTEST:
Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 28-16:

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

MOTION by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, to adopt the municipal order authorizing the execution of a Memorandum of Agreement between the City of Henderson Police Department and the University of Southern Indiana regarding student internships with the Henderson Police Department.

MR. RUSSELL R. SIGHTS, City Manager, explained that the University of Southern Indiana has a program with criteria that includes that internships be served by their students. Historically in the City when we have an intern program in other areas, interns are paid an hourly wage, but in this case there will be no salary or wages paid, and because of that we have the need to enter into special arrangements for insurance coverage since there would be no Workers' Compensation. Mr. Sights then asked Major Piller for comments and that any legal comments would be made by Dawn as she has been closely involved with this process.

MR. DAVID PILLER, Police Major, indicated that these internships are good for both the Police Department and the University. Students get the opportunity of experience and receive college credits toward their degree. In return HPD receives some good word of mouth exposure for people to the positions that they may be interested in later on that may not have considered the Henderson Police department before. He indicated that this is considered a win-win for HPD.

COMMISSIONER ROYSTER asked if this was more than just office work and if there would be ride-alongs. Major Piller responded that they will do some ride-alongs with patrol officers, spend some time in Investigation and will be exposed to each of the various functions within the department. Commissioner Royster then asked how the City's insurance coverage would be affected. City Attorney Dawn Kelsey responded that insurance liability is addressed under the Liabilities and Terms section of the Agreement. Because the students will not be covered under Workers' Comp, USI will assume responsibility for any activities that the student performs, and the City accepts responsibility for any activity City employees perform. Commissioner Royster indicated that that won't keep us from being 'deep pockets' and being included if something happens. Mrs. Kelsey responded that we could be included and have to go through the process as that is a part of doing business. Mrs. Kelsey stated, "That is one of the reasons that we wanted this to come before the Commission so that you all would understand that and you all could decide whether the benefit was worth the risk associated with it."

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Absent:
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

CITY OF HENDERSON – RECORD BOOK

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ATTEST: June 14, 2016
 Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 29-16:

MRS. DAWN KELSEY, City Attorney indicated that this is the end a three part series that has come to you relating to the Henderson Recycling un-wind. The Assignment of the Advance Disposal curbside recycling from Henderson Recycling and the approval of an Amendment to the Tri-County Interlocal Agreement allowing the City to take recycling materials to an alternative location have been accomplished. The Henderson Recycling Board at its June 7, 2016 meeting approved a resolution to dissolve Henderson Recycling. It was agreed that the financial assets would be split 50-50 between the City and County and then to divide the remaining assets with the County receiving the 5 by 8 Henderson Recycling containers along with the trailers, and three roll-off containers that were purchased with grant funds; and the City will receive all the blue 35 and 96 gallon curbside containers, and the four roll-off containers that the City donated to Henderson Recycling. There also is a baler and the decision was made that it would be jointly owned by the City and the County and that the County would provide insurance coverage on it. If this is approved by both the City and County it will then be submitted to the Department of Local Government so that Henderson Recycling can be removed from the Special Government Entity website.

MAYOR AUSTIN indicated that this does not impact curbside recycling and does not impact recycling related services that are provided at the County Garage. Those services will continue, the City will provide curbside and the County will continue with drop off services.

MUNICIPAL ORDER NO. 29-16: MUNICIPAL ORDER ACCEPTING RECOMMENDATION FROM THE BOARD OF DIRECTORS OF HENDERSON RECYCLING TO DISSOLVE THE HENDERSON RECYCLING ENTITIES

MOTION by Commissioner Jan Hite, seconded by Commissioner Robert M. Mills, to adopt the municipal order accepting the recommendation of the Henderson Recycling Board of Directors to dissolve the Henderson Recycling Entities.

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

Commissioner Royster ---- Aye:
 Commissioner Mills ----- Aye:
 Commissioner Johnston --- Absent:
 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
 June 14, 2016

ATTEST:
 Maree Collins, City Clerk _____

RESOLUTION NO. 26-16:

COMMISSIONER ROBERT M. MILLS indicated that Community One, Inc. had in this year's budget basically two functions, one was to facilitate the development of Audubon Kid Zone, and the other function was to facilitate small residential remodeling jobs that would be done by community groups with the materials to be purchased by the City. Unfortunately those remodeling jobs have been far and few between this year so we have the opportunity to use some of those funds to help supplement the continued development of Audubon Kid Zone. This summer Audubon Kid Zone has two employees that are doing more in-depth research into each

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on June 14, 2016

individual child in the AKZ area, to determine the needs of these children and their families for them to succeed. Commissioner Mills continued that commitments for moneys toward a possible new building and also for programming have been received and the feeling is that Audubon Kid Zone, where many children and families are going to be helped, is well underway.

RESOLUTION NO. 26-16: RESOLUTION APPROVING THE TRANSFER OF FUNDS FROM COMMUNITY ONE, INC. REHAB FUNCTION TO AUDUBON KID ZONE RELATED PROJECT EXPENSES IN THE AMOUNT OF \$12,535.75

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert M. Mills, to adopt the resolution approving the transfer of \$12,535.75 of Community One, Inc. rehab function funds to the Audubon Kid Zone related project expenses.

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Absent:
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
June 14, 2016

ATTEST:

Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 30-16:

MUNICIPAL ORDER APPROVING 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

MOTION by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, to adopt the municipal order approving an Operating and Services Agreement between Public Energy Authority of Kentucky (PEAK) and the City of Henderson.

MR. OWEN REEVES, Gas System Director recognized and thanked City Attorney Dawn Kelsey as this was one of her first runs at natural gas related language and she brought some clarifications to issues to her counterparts. The PEAK Board at a called meeting last week approved the language you are considering. The Mayor and I attended that meeting and voted in favor of the resolution. Basically this is a codification of how the City and PEAK has been operating since our first pre-pay deal. As time has passed and IRS changes have come into effect, direct participants in these pre-paid deals are now required to have a rating. That is why on the recent Blackbelt deal we participated via Clark Mobile as a reseller to us. Clark Mobile is charging PEAK an additional three cents per unit for that service. Once PEAK receives a rating they will be able to participate in these deals without going through a reseller and therefore saving that markup. It is anticipated that Moody's will provide a rating within 30 days from submission.

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

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

CITY OF HENDERSON – RECORD BOOK

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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
June 14, 2016

ATTEST:
Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 31-16:

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

MOTION by Commissioner Jan Hite, seconded by Commissioner X R. Royster, to adopt the municipal order awarding the bid for the purchase of firefighter protective clothing to Fire Department Service and Supply of Louisville, Kentucky, in the amount of \$26,000.00 in strict compliance with their bid.

MR. SCOTT FOREMAN, Fire Chief, indicated that this was a routine purchase of fire protective clothing for the fire department. The bid from Mid-America Fire & Safety did not meet specifications because of several exceptions, one being that the sleeve length is not tailored to the individual as requested.

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

Commissioner Royster ---- Aye:
Commissioner Mills ----- Aye:
Commissioner Johnston --- Absent:
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
June 14, 2016

ATTEST:
Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 32-16:

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

MOTION by Commissioner Jan Hite, seconded by Commissioner X R. Royster, to adopt the municipal order awarding the bid for the purchase of one 2017 F-450 SD truck with a dump bed from Town & Country Ford, Evansville, Indiana in the amount of \$37,950.00.

MR. RUSSELL R. SIGHTS, City Manager, explained that a truck bid was awarded last November to Valley Truck; however, they could not supply the truck as they missed the cutoff on the 2016 model and were not in a position to provide a 2017 model. This is a replacement bid for that purchase.

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

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

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular Meeting on June 14, 2016

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

/s/ Steve Austin
Steve Austin, Mayor
June 14, 2016

ATTEST:

Maree Collins, City Clerk _____

CITY MANAGER'S REPORT:

MR. RUSSELL R. SIGHTS, City Manager, handed out a copy of City Code of Ordinances Section 20-1 *Approval required for obstructions*. This ordinance allows the City Manager authority to grant obstructions in City right-of-way under certain circumstances and requested guidance on how to handle requests from downtown businesses wanting approval to place merchandise on the sidewalk on a regular basis. Historically the City has allowed the placement of benches, planters, and like obstructions as long as they do not block a large portion of the sidewalk, subject to revocation at any time that there is a problem. Also approvals have been historically given for special temporary sidewalk sale events. Guidance is requested to either continue with the current policy or look at creating a Permitting process similar to the Outdoor Dining process. We want to continue to be business friendly, but need regulations if we are going to branch out into that area.

Commissioner Mills indicated that the Downtown Henderson Partnership should be invited to give insight into this issue and maybe they could poll their membership prior to that meeting. Sidewalk promotion of a business is becoming more and more popular in other cities with things like sandwich boards and things that promote what they have going on inside. Mayor Austin agreed that asking the Downtown Henderson Partnership to participate would be a good idea. Mr. Sights indicated that he would contact DHP and schedule that for one of the July meetings as he will not be in attendance at the June 28th meeting. Commissioner Hite requested a copy of the Sidewalk Dining ordinance for reference.

MR. RUSSELL R. SIGHTS, City Manager, also indicated that the work session scheduled for next Tuesday, June 21, 2016 would be cancelled due to lack of business to discuss.

COMMISSIONER'S REPORT:

COMMISSIONER ROYSTER invited everyone to come down and enjoy good music, good food, and fellowship at the W. C. Handy Blues and Barbeque Festival this week.

MAYOR AUSTIN indicated that County government at their next meeting will be discussing licensing and penalties for out of town contractors. Evidently there appears to be a lot of out-of-town contractors working in Henderson without the proper licenses causing a disadvantage to local contractors. Depending on the outcome of that meeting that might be something that we would need to consider.

REAPPOINTMENT: CITY-COUNTY PLANNING COMMISSION:

KEVIN HERRON – TERM TO EXPIRE JUNE 1, 2020

Motion by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, upon recommendation of Mayor Steve Austin, to reappoint Kevin Herron 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 --- Absent:
Commissioner Hite ----- Aye:
Mayor Austin ----- Aye:

CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Regular *Meeting on* June 14, 2016

EXECUTIVE SESSION: Litigation

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert M. Mills, to go into Executive Session pursuant to the provisions of KRS 61.810 (1) (c) for the discussion of pending or proposed litigation against and on behalf of the City.

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

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

MEETING RECONVENED:

MOTION by Commissioner Robert Mills, seconded by Commissioner X R. Royster, 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 --- Absent:
 Commissioner Hite ----- Aye:
 Mayor Austin ----- Aye:

MEETING ADJOURN:

MOTION by Commissioner Robert Mills, seconded by Commissioner X R. Royster, to adjourn the meeting.

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

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

WITHOUT OBJECTION, Mayor Austin declared the Meeting adjourned at approximately 7:25 p.m.

ATTEST:

 Maree Collins, City Clerk

 Steve Austin, Mayor
 June 28, 2016

City Commission Memorandum
16-153

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Homeland Security Grant Application – 911 Phone System

The accompanying resolution authorizes the submittal of a grant application in the amount of \$280,000.00 to the Kentucky Office of Homeland Security (KOHS), and upon approval to execute any documents which are deemed necessary to facilitate and administer the project

The grant application is for funds to purchase a new 911 phone system to replace the current Positron Viper phone system. No local match is required on this grant program, and the City will be responsible for monthly costs.

This project and the submission of this grant application are supported and recommended by the 911 Communications Supervisor and Police Chief. Your approval of the attached resolution is requested.

c: Chief Charles Stauffer
Major David Piller
Paul Titzer

POLICE DEPARTMENT MEMORANDUM
16-28

June 22, 2016

TO: Russell Sights
City Manager

FROM: Chip Stauffer
Chief of Police

SUBJECT: 2016 Homeland Security Grant Program Application

I am requesting commission approval for application of the 2016 Homeland Security Grant Program in the amount of \$280,000. Application deadline is close of business on July 8, 2016.

If awarded, funds would be used to purchase a new 911 phone system which would replace the current Positron Viper phone system. There is no match for the grant; and funds would cover the non-recurring expense to purchase the system. The City would be responsible for the monthly expense of \$5,849. Currently we are paying a monthly expense of \$7,285. These figures are based on attached quote from AT&T.

Please advise if I may provide any additional information.



Chip Stauffer
Chief of Police

CHS/wds

HENDERSON POLICE DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE

TO: Chief Stauffer

FROM: Major Piller 

DATE: 6-22-2016

REF: Grant Request

Name: 2016 Kentucky Homeland Security Grant

Due: July 8, 2016

Grant Period: Unspecified, should be 1 year.

Match: No match required for Non-Recurring. City will be responsible for Monthly costs.

Grant Amount: \$280,000.00 Non-Recurring (\$5,849 Monthly)

Requesting: This is a Kentucky Office of Homeland Security Grant. The request is to purchase a new 911 phone system to replace the Positron Viper phone system. The grant would cover the Non-Recurring costs to purchase the system. The City of Henderson would be responsible for the Monthly expenses. We are currently paying monthly expenses with the system we have as well. The monthly expenses for the current system are \$7,285. The monthly expenses with the new system would be \$5,849. All numbers are based on a quote from AT&T. The final numbers could vary depending on the actual system selected.



at&t

Kim Rankin
Application Specialist PSS
May 3rd, 2016

City of Henderson
Kentucky

Current AT&T Monthly Billing-911	Quantity	Monthly
Combined ALI/Selective Routing-Jointly Provided	3	\$435
Combined Auto Number, Location ID-Selective Routing	6	\$930
ANI/ALI Printer		\$32
Power MIS		\$369
Workstation Computer		\$121
LCD Monitor		\$348
VIPER Base System		\$2,539
VIPER CAMA Gateway Shelf		\$23
VIPER CIM Card		\$180
VIPER VoIP FXO Gateway 4 Port		\$64
VIPER VoIP FXO Gateway 6 Port		\$53
VIPER Backroom Position Access License		\$21
VIPER Base System 1-10 Users		\$550
VIPER Enabling Kit		\$545
VIPER Enabling Kit		\$885
ALI DB Upgrade Enable PSAP to Query	1	\$190
Total		\$7,285

Proposed AT&T Monthly Billing-911	Quantity	Monthly
Existing Tariffed Services		
Combined ALI/Selective Routing-Jointly Provided	3	\$435
Combined Auto Number, Location ID-Selective Routing	6	\$930
ALI DB Upgrade Enable PSAP to Query	1	\$190
KIH3 Participation Agreement-Main PSAP		
AT&T Hosted E9-1-1 Service (\$40/month)& (\$35,000/position)	5	\$200
CPE Per Position E9-1-1 (\$300)	5	\$1,500
Host connectivity Per PSAP	1	\$350.00
PPVPN-MPLS (host to remote connectivity)	1	\$437
KIH3 Participation Agreement-Backup Site		
AT&T Hosted E9-1-1 Service (\$40/month)& (\$35,000/position)	3	\$120
CPE Per Position E9-1-1 (\$300)	3	\$900
Host connectivity Per PSAP	1	\$350.00
PPVPN-MPLS (host to remote connectivity)	1	\$437
Optional Mapping Software (\$50/Month, Per Position)		
Total		\$5,849

--

Non-Recurring

--

\$0

\$0

\$0

--

--

\$175,000

\$0

\$0

\$0

--

--

\$105,000

\$0

\$0

\$0

--

--

\$280,000

GRANT INFORMATION FOR OUR FISCAL YEAR 2016 APPLICATION PROCESS

Our 2016 Homeland Security Grant Program Application will open May 16th through Friday, July 8th. Listed below are items that will help you with completing your application:

- Please review the mandatory  Application PowerPoint (</Documents/FY16%20Application%20PowerPoint%20Instructions.pptx>) and complete the Application Viewing Form (</Documents/Application%20PowerPoint%20Viewing%20Certification%20Form%202016.pdf>). Once you complete the form, email it to homelandsecurity@ky.gov (<mailto:homelandsecurity@ky.gov>) or fax to 502-564-7764
- Application Guidance Form (</Documents/2016%20Grant%20Application%20Guidance.pdf>)
- Sample Application (</Documents/Sample%20Application.pdf>)
- Go to the Kentucky Office of Homeland Security (KOHS) Grant Management Portal to complete your FY16 application <http://kohs.ky.gov/> (<http://kohs.ky.gov/>)
- eClearinghouse KOHS PowerPoint (</Documents/eClearinghouse%20PowerPoint.pdf>)
- eClearinghouse step-by-step instructions (</Documents/eClearinghouse%20Instructions%20for%20Applicants%204-21-15.pdf>)
- CFDA number: 97.067 (you will need this number when doing the eClearinghouse form)
- Authorized Equipment List (AEL) <http://beta.fema.gov/authorized-equipment-list> (<http://beta.fema.gov/authorized-equipment-list>)
- KWIEC Form (COMMUNICATION PROJECTS ONLY) <http://kwiec.ky.gov/reviews/Pages/default.aspx> (<http://kwiec.ky.gov/reviews/Pages/default.aspx>)
- Mutual Aid Agreement with Kentucky State Police (KSP) (COMMUNICATION PROJECTS ONLY) <http://kwiec.ky.gov/Pages/default.aspx> (<http://kwiec.ky.gov/Pages/default.aspx>)
- Sample Resolution City (</Documents/Sample%20Resolution-City-Procurement.doc>)
- Sample Resolution County (</Documents/Sample%20Resolution-County-Procurement.doc>)
- Sample Resolution Special District (</Documents/Sample%20Resolution-Special%20District-Procurement.doc>)

GRANTS

Each year Kentucky is called on to compete with other states and urban areas to receive federal homeland security funding. The state provides the U.S. Department of Homeland Security with a comprehensive document that entails how homeland security funds will be used in Kentucky.

Following a comprehensive review at the federal level that takes into consideration the elements of risk and the effectiveness of the state's programs, a specified award is granted.

The Commonwealth uses a competitive grant application for state and local agencies to submit proposed projects. When these applications are presented, a team of peer reviewers from across the state reviews the grant application in accordance with the state's homeland security strategy and enhancement plan. The results are then submitted to a KOHS Executive Review Panel. From there, the proposed projects are presented to the Governor for a review and final award

decisions.

FISCAL YEAR 2015 STATE HOMELAND SECURITY PROGRAM AWARDS LIST:

2015 SHSP Awards List ([/Documents/Copy%20of%20Award%20Approvals%20for%20Website.pdf](#))

For the 2016 DHS authorized equipment list, please follow this link. DHS AUTHORIZED EQUIPMENT LIST 2016 (<http://beta.fema.gov/authorized-equipment-list>)

Grant Management Forms

FY16 Application PowerPont Instructions PDF	(http://homelandsecurity.ky.gov/Grants/FY16%20Application%20PowerPoint%20Instructions.pdf)	Download File
2015 HSGP Awards	(http://homelandsecurity.ky.gov/Grants/Copy%20of%20Award%20Approvals%20for%20Website.pdf)	Download File
eClearinghouse step-by-step Instructions	Download File (http://homelandsecurity.ky.gov/Grants/eClearinghouse%20Instructions.pdf)	
EFT Form 2015	Download File (http://homelandsecurity.ky.gov/Grants/EFT%20Form.pdf)	
Legal Signature Authorization	Download File (http://homelandsecurity.ky.gov/Grants/FY12LegalSignatureAuthorization.xlsx)	
Request for Cancelled Check Waiver	Download File (http://homelandsecurity.ky.gov/Grants/FY12RequestforCancelledCheckWaiver.xlsx)	
Request for Modification Form	Download File (http://homelandsecurity.ky.gov/Grants/FY12RequestForModificationForm.xlsx)	
Request for Reimbursement Checklist	Download File (http://homelandsecurity.ky.gov/Grants/FY12RequestforReimbursementChecklist.xlsx)	
EHP Screening Form 2015	Download File (http://homelandsecurity.ky.gov/Grants/EHP%20Screening%20Form%202015.pdf)	
Request for Reimbursement Form	Download File (http://homelandsecurity.ky.gov/Grants/FY13RequestforReimbursement%20Form.xlsx)	
Quarterly Report 2015	(http://homelandsecurity.ky.gov/Grants/Quarterly%20Report%20in%20Word%20Doc%2010.01.15.docx)	Download File
Subrecipient		Download File

Grants Management and Procedures-- October 2014 (<http://homelandsecurity.ky.gov/Grants/SubrecipientGrantsManagementandProceduresOctober2014.pdf>)

Subrecipient Inventory Form Download File (<http://homelandsecurity.ky.gov/Grants/SubrecipientInventoryForm.xlsx>)

State Historical Preservation Office

The Kentucky Heritage Council's Site Protection Program coordinates the federally mandated protection of historic properties listed in or eligible for the National Register of Historic Places, as well as the professional archaeology component for the agency.

Site Protect (<http://heritage.ky.gov/siteprotect/>)

Kentucky State Clearinghouse

The Kentucky State Clearinghouse has been designated as the state Single Point of Contact and is charged with providing state and local input to the appropriate federal agency.

Kentucky State Clearinghouse (<https://kydlgweb.ky.gov/FederalGrants/eClearinghouse.cfm>)

Assistance to Firefighters Grant Program

A program of the Federal Emergency Management Agency, grants are awarded to fire departments to enhance their ability to protect the public and fire service personnel from fire and related hazards.

Assistance to Firefighters Grants (<http://www.fema.gov/welcome-assistance-firefighters-grant-program>)

Fire Prevention and Safety Grants (<http://www.fema.gov/fire-prevention-safety-grants>)

Policies (<http://kentucky.gov/policies/Pages/default.aspx>) Security (<http://kentucky.gov/policies/Pages/security.aspx>)

Disclaimer (<http://kentucky.gov/policies/Pages/disclaimer.aspx>)

Accessibility (<http://kentucky.gov/policies/Pages/accessibility.aspx>)

(<http://www.kentucky.gov>)

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Kentucky.gov (<http://www.kentucky.gov>)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) FOR FUNDS IN THE AMOUNT OF \$280,000.00 TO BE USED TO PURCHASE A NEW PHONE SYSTEM FOR THE 911 CENTER, AND ACCEPTANCE OF GRANT IF AWARDED; AND AUTHORIZING MAYOR TO EXECUTE DOCUMENTS AND TO ACT AS AUTHORIZED CORRESPONDENT FOR THE PROJECT

WHEREAS, the City of Henderson desires to submit a grant application to the Kentucky Office of Homeland Security for funds to purchase a new phone system to replace the current Positron Viper phone system at the 911 Center; and

WHEREAS, the City Manager recommends that such grant application be made.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and the submittal of a grant application to the Kentucky Office of Homeland Security (KOHS) for funds in the amount of \$280,000.00 to purchase a new phone system for the 911 Center is hereby approved, and to accept the grant if it is awarded, and the Mayor is authorized to sign all necessary documents regarding this grant application and acceptance thereof, and is the authorized correspondent for the project.

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

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

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

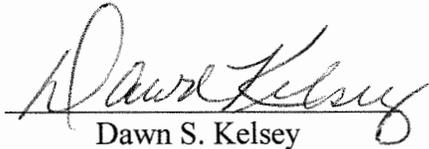
ATTEST:

Steve Austin, Mayor

Date: _____

Mare Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-136**

June 24, 2016

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

The accompanying resolution authorizes the execution of a Municipal Aid Cooperative agreement with the Kentucky Transportation Cabinet for fiscal year 2016-2017.

The agreement provides for an initial apportionment of \$329,467.00, after a three percent set-aside for an emergency fund. The funds are restricted to the maintenance, construction, or reconstruction of city streets. This includes materials, labor, and equipment necessary for the city to accomplish maintenance, repairs, and improvements on city streets.

The initial apportionment is 60 percent of the projected revenue to be made available to the City during the fiscal year commencing July 1, 2016. Additional monies will be provided as they may become available in subsequent apportionment from the Commonwealth. A total of approximately \$566,093.96 is anticipated next year.

The receipt of these funds is crucial to the continued maintenance of city streets. Your approval of the attached resolution is requested.

c: Buzzy Newman
Brian Williams
Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING MUNICIPAL AID COOPERATIVE AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET FOR MAINTENANCE AND CONSTRUCTION OF CITY STREETS IN FISCAL YEAR 2016-2017

WHEREAS, the Kentucky Transportation Cabinet provides funds to municipalities for the maintenance, construction, and reconstruction of City streets; and

WHEREAS, the receipt of said funds is crucial to the continued maintenance of the City's streets; and

WHEREAS, the City Manager recommends approval of the attached contract.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is hereby accepted, and the attached contract for Mutual Aid Funds with the Kentucky Transportation Cabinet, for Fiscal Year 2016-2017, is hereby approved, and the Mayor is authorized to execute the contract on behalf of the City.

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 _____	

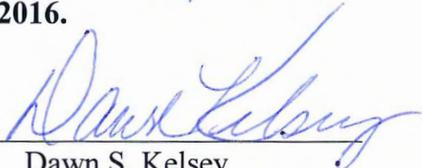
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

MUNICIPAL ROAD AID COOPERATIVE
PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (“the Department”), and the Legislative Body of the Incorporated City of **HENDERSON**, Kentucky (the “City”).

WHEREAS, Kentucky Revised Statutes (KRS) § 177.365(1) provides that 7.7% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside by the Finance and Administration Cabinet for the construction, reconstruction, and maintenance of urban roads and streets, and for no other purpose (“Municipal Road Aid Funds”), and

WHEREAS, the City has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the Municipal Road Aid Funds apportioned to it by the Department as provided below (the “Cooperative Program”), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the City agree as follows:

1. Apportionment of Municipal Road Aid Funds. The City’s apportionment of Municipal Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2016, this amount is **\$566,093.96** (the “Apportionment”). The Apportionment shall be distributed by the Department to the City in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The City hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2016.

3. Distribution of Municipal Road Aid Funds. The City and the Department agree that the Apportionment shall be distributed by the Department to the City as follows:

a. First Distribution. The Department shall initially distribute to the City sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$329,467.00**.

b. Second Distribution. The Department shall distribute up to and including an additional thirty-five percent (35%) of the Apportionment to the City, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Fund. The City agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the City, may disburse these funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City and lying within city limits. If the actual cost of an

emergency project is less than the amount of Emergency Funds disbursed by the Department, then the City shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the City to pay for materials, labor and equipment necessary for the City to accomplish construction, reconstruction, and maintenance on streets designated by the City and lying within city limits. This assistance is extended insofar as funds are available from the Apportionment. The City shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the City. The Department may assist the City in fulfilling its needs by disbursing funds to the City for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the City for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of Municipal Road Aid Funds. The City agrees and certifies that the Apportionment will be expended by the City solely for the purpose of construction, reconstruction, and maintenance of city streets as defined in KRS § 177.365(4).

7. Rights of Way. The City, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

8. Indemnification. The City shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the City contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the City under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The City will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the City. If this Agreement is canceled under this provision, then the City will receive any unpaid portion of the Apportionment from the Finance and Administration Cabinet.

11. Access to Records. The City acknowledges and agrees that pursuant to KRS § 177.369(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Finance and Administration Cabinet or its duly authorized agent and made accessible by the City

to the Finance and Administration Cabinet or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.365(1). The City also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. Authorization. The Legislative Body of the City shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The Chief Executive Officer of the City, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
dates listed below.

INCORPORATED CITY OF **HENDERSON**

BY: _____
Chief Executive Officer

Date: _____

DEPARTMENT OF RURAL AND MUNICIPAL AID
OFFICE OF RURAL & SECONDARY ROADS

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____
Secretary

Date: _____

R E S O L U T I O N

Incorporated City of HENDERSON

Resolution adopting and approving the execution of a Municipal Aid Co-op Program Contract between the Incorporated City and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid for the fiscal year beginning July 1, 2016, as provided in the Kentucky Revised Statutes and accepting all streets referred to therein as being streets which are a part of the Incorporated City.

Be it resolved by the Legislative Body of the Incorporated City that:

The Legislative Body of the Incorporated City does hereby accept all streets referred to in said Contract as being city streets which are a part of the Incorporated City; and

The Legislative Body of the Incorporated City does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated; and

The Chief Executive Officer of the said Incorporated City is hereby authorized and directed to sign said Contract as set forth on behalf of the Legislative Body of HENDERSON , and the City Clerk of HENDERSON is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows:

AYES

NAYS

COMMONWEALTH OF KENTUCKY

) SS:

INCORPORATED CITY OF HENDERSON

I, _____, City Clerk of HENDERSON certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the _____ day of _____, 2016.

SIGNED _____

CLERK OF HENDERSON

City Commission Memorandum
16-142

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Air Board Agreement

The accompanying resolution authorizes the execution of an agreement with the Henderson City-County Airport Board for airport services at the City-County Airport.

Services to be provided under this agreement are as generally described in the enabling resolution and state statute. This action expands upon enabling legislation by formalizing an operating agreement with the Air Board in return for its management, operation, and control of the airport for the benefit of its owners, the City of Henderson and Henderson County. In compensation thereof, the agreement provides \$135,336.00 in funding for these services. A similar amount is expected from Henderson County.

The Agreement has been forwarded to representatives of the Air Board for review. No matching funds for AIP capital improvement projects were requested this year. The Agreement is for the one-year period ending June 30, 2017.

Adequate funds are budgeted and available in the Fiscal 2017 budget for this purpose. Your approval of the attached resolution is requested.

c: Buzzy Newman
Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT WITH
THE HENDERSON CITY-COUNTY AIRPORT BOARD
ALLOCATING \$135,336.00 FOR AIRPORT SERVICES AND
AUTHORIZING MAYOR TO EXECUTE AGREEMENT

WHEREAS, the City of Henderson desires to enter into an agreement with the Henderson City-County Airport Board (Air Board) whereby the City agrees to allocate funds to the Air Board in the amount of \$135,336.00, in exchange for the Air Board providing airport services at the City-County airport for a one (1) year period ending June 30, 2017; and

WHEREAS, the Air Board's activities are for the use and benefit of the citizens of the City of Henderson and such allocation of funds serves a public purpose; and

WHEREAS, the City Manager recommends that said Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is accepted, and the Agreement between the City and the Henderson City-County Airport Board, a copy of which is attached hereto, is approved, and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

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 _____

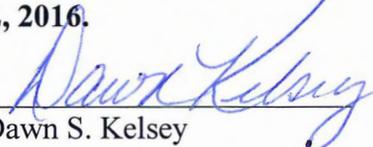
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Maree Collins, City Clerk

Steve Austin, Mayor
Date: _____

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

By: 
Dawn S. Kelsey
City Attorney

AGREEMENT

This Agreement entered into on this ____ day of _____, 2016 by the City of Henderson, Kentucky, hereinafter referred to as the "City," and Henderson City-County Airport Board, a governmental entity organized under the laws of the State of Kentucky, with its principal place of business in Henderson, Henderson County, Kentucky, hereinafter referred to as the "Air Board."

Witnesseth:

WHEREAS, the Air Board is organized and operated to manage the Henderson City-County Airport pursuant to Ordinance 47-70 and Kentucky Revised Statutes; and

WHEREAS, the City Board of Commissioners of Henderson, Kentucky, has allocated funds to support the Air Board in carrying forth this mission; and

WHEREAS, the services provided by the Air Board are for the benefit of the community.

NOW, THEREFORE, in consideration of the premises:

1. The Air Board agrees to use its best efforts to manage, operate, maintain, and control the Henderson City-County Airport as a quality, general aviation airport for the benefit of the Henderson, Kentucky, area, including, but not limited to, airport runways, lights, taxi-ways, aprons, equipment, terminal building and grounds in accordance with Ordinance 47-70 and Kentucky Revised Statutes.
2. The Air Board agrees to submit a written report by July 31, 2017 outlining the accomplishments and services provided by the Air Board during the previous year.
3. The Air Board agrees that all programs, activities and services will be provided equally without regard to race, color, religion, national origin, age, sex or disability.
4. The Air Board agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, or disability. The Air Board will seek to ensure that applicants are employed and that employees are treated during employment without regard to 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 Air Board agrees to post in conspicuous places, available to employees and applicants

for employment, notices summarizing the provisions of this equal opportunity clause.

5. The City is authorized to audit or otherwise examine the books and records of Air Board to verify that said funds are being expended in accordance with the terms of this Agreement.
6. The Air Board shall provide a certified audit of the funds provided to it pursuant to this agreement no later than October 31, 2017.
7. The Air Board agrees to comply with all applicable requirements under KRS 65A.010 et seq.; failure to do so could result in funding being suspended or cancelled.
8. 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 Air Board shall reimburse the City for all sums advanced in excess of those expended on a pro-rata basis. The termination notice shall be sent by registered mail as follows:

To the Air Board:
Chairman
2154 Hwy 136W, Suite 1
Henderson, KY 42420

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

9. In consideration of the foregoing, the City shall pay to the Air Board a total of \$135,336.00 in two equal payments with the first payment of \$67,668.00 due and payable in July 2016 and the second payment of \$67,668.00 due and payable in January 2017; no matching funds for AIP capital improvements project were requested.
10. The term of this Agreement shall commence July 1, 2016 and shall continue through June 30, 2017.

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

CITY OF HENDERSON, KENTUCKY

Steve Austin,
Mayor

HENDERSON CITY-COUNTY
AIRPORT BOARD

(Signature)

(Typed or Printed Name and Title)

APPROVED AS TO FORM
AND LEGALITY:

Dawn S. Kelsey
City Attorney

DRAFT

City Commission Memorandum
16-143

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Downtown Henderson Partnership Agreement

The accompanying resolution authorizes the execution of an agreement with the Downtown Henderson Partnership (DHP) for services in support of downtown Henderson in the amount of \$46,000.00.

Services to be provided under this agreement are directed to the promotion of Downtown Henderson as a shopping and business location by such means as joint retail promotions, special event programming, image building campaigns, historic preservation activities, Renaissance Kentucky program, and like activities to maintain a viable and attractive downtown.

The Agreement includes an additional \$2,000.00 funding to be used toward the 4th of July Celebration fireworks. The Agreement is for the one-year period ending June 30, 2017.

Adequate funds are budgeted and available in the Fiscal 2017 budget for this purpose. Your approval of the attached resolution is requested.

c: Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT WITH THE
DOWNTOWN HENDERSON PARTNERSHIP ALLOCATING
\$46,000.00 FOR SERVICES IN SUPPORT OF DOWNTOWN
HENDERSON AND AUTHORIZING MAYOR TO
EXECUTE AGREEMENT

WHEREAS, the City of Henderson desires to enter into an Agreement with the Downtown Henderson Partnership whereby the City agrees to allocate funds to the Downtown Henderson Partnership in the amount of \$46,000.00 in exchange for it providing services in support of downtown Henderson for a one (1) year period ending June 30, 2017; and

WHEREAS, the Downtown Henderson Partnership's services are for the use and benefit of the citizens of the City of Henderson and such allocation of funds serves a public purpose; and

WHEREAS, the City Manager recommends that said Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky that the recommendation of the City Manager is accepted, and the Agreement between the City and the Downtown Henderson Partnership, a copy of which is attached hereto, is approved, and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

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 _____

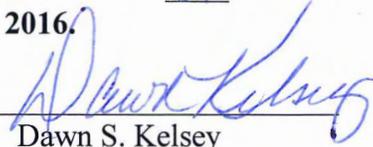
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

Agreement

This Agreement entered into on this ____ day of _____, 2016 by the City of Henderson, Kentucky, hereinafter referred to as the "City," and the Downtown Henderson Partnership, a nonprofit organization organized under the laws of the State of Kentucky, with its principal place of business in Henderson, Henderson County, Kentucky, hereinafter referred to as the "DHP."

Witnesseth:

WHEREAS, the DHP is organized and operated as a public service agency to serve the residents of Henderson, Kentucky; and

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

WHEREAS, the DHP desires to provide to the City, and the City desires to purchase from the DHP, services in support of downtown Henderson in accordance to the terms of the following Agreement.

NOW, THEREFORE, in consideration of the premises:

1. The DHP agrees to use its best efforts to improve the image of Downtown Henderson by way of organization, promotion, design, and economic restructuring.
2. The DHP agrees to:
 - a. Promote historic preservation, protection, and use of Henderson's traditional downtown area;
 - b. Take remedial action to eliminate the physical, economic, and social deterioration of the downtown area;
 - c. Promote shopping and downtown business through joint retail promotion and image building promotions;
 - d. Enhance and promote downtown festivals and the summer concert series;
 - e. Maintain and update an inventory of buildings for prospective tenants;
 - f. Participate in the National Main Street and Kentucky Main Street Programs;
 - g. Promote historic district signage and a neighborhood signage plan;
 - h. Partner with other agencies, as appropriate, in the improvement of the downtown riverfront;
 - i. Participate in business recruitment, retention, and expansion activities through use of existing programs such as the low interest loan program and paint partnership plan; and
 - j. Serve as liaison for the Renaissance Kentucky program, including attending meeting with the Kentucky Heritage Council, Kentucky Transportation Cabinet and other agencies as necessary; monitor funding programs and assist in the preparation of grant/loan applications; and assist in the implementation of Renaissance Kentucky capital improvement projects.

3. The DHP agrees to continue meeting with agencies that share a common goal of economic development and tourism and look for continued growth of synergies among these agencies. These agencies include the Henderson County Tourist Commission and the Kentucky Network for Development, Leadership and Engagement (Kyndle).
4. The DHP agrees to submit a written report by July 31, 2017 outlining the accomplishments and services provided by the DHP during the previous contract year.
5. The DHP 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 DHP agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, or disability. The DHP 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 DHP agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.
7. The City is authorized to audit or otherwise examine the books and records of DHP to verify that said funds are being expended in accordance with the terms of this Agreement.
8. The DHP agrees to comply with all applicable requirements under KRS 65A.010 et seq.; failure to do so could result in funding being suspended or cancelled.
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 DHP shall reimburse the City for all sums advanced in excess of those expended on a pro-rata basis. The termination notice shall be sent by registered mail as follows:

To the DHP:
 Chairman
 131 N. Main Street
 Henderson, Kentucky 42420

To the City:
 City Manager
 P.O. Box 716
 Henderson, Kentucky 42419

10. In consideration of the foregoing, the City shall pay to the DHP a total of \$44,000.00 with the first payment of \$22,000.00 due and payable in July 2016 and the second payment of \$22,000.00 due and payable in January 2017 and an

additional \$2,000.00 to be paid in July to help supplement the fireworks display funding for the 4th of July Celebration.

11. 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 DHP is an independent contractor as to the City, and the DHP is solely responsible for all claims by third parties and agrees to indemnify and hold the City free and harmless from any claims for liability which may be made against it as a result of the activities of the DHP, including costs and attorney fees.
12. The term of this Agreement shall commence July 1, 2016 and shall continue through June 30, 2017.

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

CITY OF HENDERSON, KENTUCKY

Mayor

DOWNTOWN HENDERSON PROJECT

(Signature)

(Typed or Printed Name and Title)

APPROVED AS TO FORM
AND LEGALITY:

Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-144

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Kyndle Agreement

The accompanying resolution authorizes the execution of an agreement with the Kentucky Network for Development, Leadership and Engagement, Inc. (Kyndle) for economic development services in the amount of \$60,000.00.

Services to be provided under this agreement are directed to the recruitment of new industries and businesses to Henderson; the retention and expansion of existing industries and businesses; and the development of new industries and businesses in Henderson.

The Agreement has been forwarded to representatives of the Kyndle for review. It is for the one-year period ending June 30, 2017. The funding amount is unchanged from last year.

Adequate funds are budgeted and available in the Fiscal 2017 budget for this purpose. Your approval of the attached resolution is requested.

c: Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT WITH KENTUCKY NETWORK FOR DEVELOPMENT, LEADERSHIP AND ENGAGEMENT, INC. (KYNDLE), ALLOCATING \$60,000.00 FOR ECONOMIC DEVELOPMENT SERVICES AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT

WHEREAS, the City of Henderson desires to enter into an agreement with Kentucky Network for Development, Leadership and Engagement, Inc., (KYNDLE) whereby the City agrees to allocate funds to KYNDLE in the amount of \$60,000.00 in exchange for it providing economic development services to the community for a one (1) year period ending June 30, 2017; and

WHEREAS, KYNDLE's activities are for the use and benefit of the citizens of the City of Henderson and such allocation of funds serves a public purpose; and

WHEREAS, the City Manager recommends that said Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky that the recommendation of the City Manager is accepted, and the Agreement between the City and KYNDLE, a copy of which is attached hereto, is approved, and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

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 _____

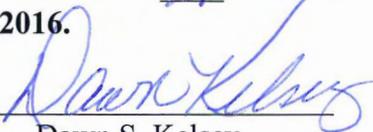
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

Agreement

This Agreement entered into on this ___ day of _____, 2016 by the City of Henderson, Kentucky, hereinafter referred to as the "City," and Kentucky Network for Development, Leadership and Engagement (Kyndle), a nonprofit corporation organized under the laws of the State of Kentucky, with its principal place of business in Henderson, Henderson County, Kentucky, hereinafter referred to as the "KYNDLE."

Witnesseth:

WHEREAS, KYNDLE is organized and operated as an economic development agency to serve the residents of the Henderson, Kentucky area; and

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

WHEREAS, KYNDLE desires to provide to the City, and the City desires to purchase from KYNDLE, economic development services according to the terms of the following Agreement.

NOW, THEREFORE, in consideration of the premises:

1. KYNDLE agrees to use its best efforts to provide a quality, effective economic development program including, but not limited to:
 - a. the recruitment of new industries and businesses to Henderson;
 - b. promoting and assisting the retention and expansion of existing industries and businesses in Henderson; and
 - c. encouraging and assisting the development of new industries and businesses in Henderson.

2. KYNDLE agrees to devote efforts to the following economic development objectives:
 - a. The creation of new primary jobs with two-thirds paying an average of 25% over the median wage;
 - b. The generation of new real and personal property investment through industrial plant expansion and/or relocation;
 - c. Assist in the creation of small businesses through establishment of an entrepreneurial forum and other means;
 - d. Market private and public industrial property in the Henderson area;
 - e. Develop and establish new marketing materials for business expansion and business recruitment efforts;
 - f. Maintain a centralized prospect information system and provide follow-up services with all prospective businesses;
 - g. Conduct targeted prospect development trips during the year;

- h. Assist in increasing the number of firms that export products from the Henderson area during the year;
 - i. Facilitate customized training assistance to firms during the year;
 - j. Assist in continued certification as a Kentucky Work Ready Community; and
 - k. Integrate site and property information into an automated document preparation system.
3. KYNDLE agrees to continue meeting with agencies that share a common goal of economic development and tourism and look for continued growth of synergies among these agencies. These agencies include the Downtown Henderson Project, Henderson County Tourist Commission, Kentucky Community and Technical College System, Murray State University and Henderson County School System.
4. All funds provided by the City will be expended solely for the purpose of administration and operation of an economic development program for the Henderson, Kentucky, area.
5. KYNDLE shall provide the City an annual report by July 30, 2017 detailing KYNDLE's efforts toward the accomplishment of objectives as defined in paragraph 2, as well as other efforts and accomplishments within the scope of the Agreement not specifically included within the performance measures.
6. KYNDLE agrees that all programs, activities and services will be provided equally without regard to race, color, religion, national origin, age, sex, or disability.
7. KYNDLE agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, or disability. KYNDLE 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. KYNDLE agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.
8. KYNDLE shall provide a copy of the annual review of financial records upon request.
9. KYNDLE agrees to comply with all applicable requirements under KRS 65A.010 et seq.; failure to do so could result in funding being suspended or cancelled.
10. 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, KYNDLE shall reimburse the City for all sums advanced in excess of those expended on a pro-rata basis. The termination notice shall be sent by registered mail as follows:

To KYNDLE:
Executive Director
P.O. Box 674
Henderson, KY 42419-0674

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

11. In consideration of the foregoing, the City shall pay to KYNDLE a total of \$60,000, with the first payment of \$30,000 due and payable in July 2016 and the second payment of \$30,000 due and payable in January 2017.
12. 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. KYNDLE is an independent contractor as to the City, and KYNDLE is solely responsible for all claims by third parties and agrees to indemnify and hold the City free and harmless from any claims for liability which may be made against it as a result of the activities of KYNDLE, including costs and attorney fees.
13. The term of this Agreement shall commence July 1, 2016 and shall continue through June 30, 2017.

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:

CITY OF HENDERSON, KENTUCKY

Dawn S. Kelsey,
City Attorney

Steve Austin,
Mayor

KYNDLE

(Signature)

(Typed or Printed Name and Title)

City Commission Memorandum
16-145

June 24, 2016

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

The accompanying resolution authorizes the execution of an agreement with the Humane Society of Henderson County, Inc., for animal control and shelter services in the monthly payment amount of \$9,166.67; and giving the Mayor the authority to terminate the agreement with a thirty (30) day written notice.

Services to be provided under this agreement are unchanged from previous years and are directed to a domestic animal control program including responding to animal bites and the quarantine thereof; the capture of stray dogs; the retrieval of acutely sick or injured stray dogs, cats, and other small pets; investigation of complaints of animal cruelty; operation of the animal shelter; and domestic dead animal removal and disposal.

A modification has been made to the Agreement changing the term of the Agreement from six (6) months to twelve (12) months. Payments will be made on a monthly basis through June 30, 2017, unless the Agreement is terminated prior to this date.

Adequate funds are budgeted and available in the Fiscal 2017 budget for this purpose. Your approval of the attached resolution is requested.

c: Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT WITH THE HUMANE SOCIETY OF HENDERSON COUNTY, INC. ALLOCATING \$9,166.67 ON A MONTHLY BASIS FOR ANIMAL CONTROL AND SHELTER SERVICES; AND GIVING MAYOR AUTHORITY TO TERMINATE AGREEMENT WITH A THIRTY (30) DAYS WRITTEN NOTICE, AND THE MAYOR IS AUTHORIZED TO EXECUTE AGREEMENT ON BEHALF OF CITY

WHEREAS, the City of Henderson desires to enter into an agreement with the Humane Society of Henderson County, Inc., whereby the City agrees to allocate funds to the Humane Society in the amount of \$9,166.67 on a monthly basis, in exchange for it providing animal control and shelter services to the community beginning July 1, 2016 and ending June 30, 2017, unless terminated prior to this date.

WHEREAS, the Mayor has the authority to terminate this agreement by his own discretion with a thirty (30) days written notice; and

WHEREAS, the Humane Society activities are for the use and benefit of the citizens of the City of Henderson and such allocation of funds serves a public purpose; and

WHEREAS, the City Manager recommends that said Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and the Agreement between the City and the Humane Society of Henderson County, Inc., (a copy of which is attached hereto), is approved and the Mayor is given authority to terminate this agreement by his own discretion with a thirty (30) days written notice, and is hereby authorized and directed to execute said Agreement on behalf of the City.

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:

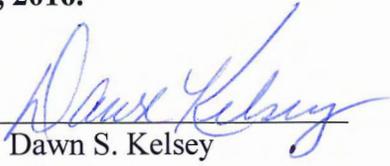
Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

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

By: _____



Dawn S. Kelsey
City Attorney

AGREEMENT

This Agreement entered into on this ____ day of July 2016, by the City of Henderson, Kentucky, hereinafter referred to as the "City," and the Humane Society of Henderson County, Inc., a nonprofit corporation organized under the laws of the State of Kentucky, with its principal place of business in Henderson, Henderson County, Kentucky, hereinafter referred to as the "Humane Society."

WITNESSETH:

WHEREAS, the Humane Society is organized and operated as an animal welfare agency to serve the residents of the Henderson, Kentucky, area; and

WHEREAS, a contract and lease dated March 1, 1967, between the City of Henderson and the Humane Society has been executed with the purpose of providing proper care and custody of stray animals;

WHEREAS, it is the intention of the parties by this agreement to not supercede the March 1, 1967, lease and contract but rather to supplement and clarify the obligations of the parties; and

WHEREAS, the City Board of Commissioners of Henderson, Kentucky, has allocated funds for the support of the Humane Society Animal Control Division for the benefit of animal control within the community of Henderson, Kentucky; and

WHEREAS, the Humane Society desires to provide to the City, and the City desires to purchase from the Humane Society, domestic animal control and shelter services according to the terms of the contract and lease and the following agreement.

NOW, THEREFORE, in consideration of the premises:

1. The Humane Society agrees to use its best efforts to provide a quality, nondiscriminatory, effective domestic animal control program for the City of Henderson, Kentucky.
2. The Humane Society agrees that all funds provided will be used solely for the purpose of administration and operation of a domestic animal control program and an animal shelter for the City of Henderson, Kentucky, in accordance with the laws, regulations, and statutes of the Commonwealth of Kentucky.
3. The Humane Society agrees to staff the agency with animal control officers and shelter staff to provide animal control and shelter services. A minimum of two employees trained and equipped for field services shall be maintained. Field services shall be provided Monday through Friday during business hours as defined in Section 4 below, and at other times for emergency calls as described in Sections 7 and 8.

4. The animal shelter shall be operated by Humane Society staff at 203 Drury Lane. The shelter shall be open and available to the public on Monday, Thursday, and Friday from 10:00 a.m. until 5:00 p.m., on Tuesday from 10:00 a.m. until 7:00 p.m., on Wednesday from 12:00 p.m. until 5:00 p.m., and on Saturday from 9:00 a.m. until 12:00 p.m. The animal shelter will be closed to the public for the training of shelter staff and animal control officers and for the following holidays: New Years Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas. Telephone service shall be maintained at the shelter with its number listed for public use.
5. The Humane Society shall be responsible for maintaining the animal shelter in good condition, ordinary wear and tear excepted, and shall insure all buildings and improvements against fire and other perils. In the event the facility is destroyed or severely damaged, the Humane Society agrees to construct a replacement facility appropriate for the purpose intended.
6. The Humane Society shall provide the forms, means, procedure and personnel at the shelter for adoption of suitable animals in compliance with all ordinances, statutes, and regulations.
7. Humane Society Animal Control division calls shall be classified as Emergency Calls and Non-emergency Calls. All Emergency Calls between the hours of 5:00 p.m. and 8:00 a.m. on Monday through Friday, or anytime on Saturday, Sunday, or holidays shall be verified by a law enforcement officer on the scene. Emergency calls shall include:
 - a. animal bites and quarantine as requested by the health department;
 - b. acutely sick or injured stray dogs, cats, and other small pets; and
 - c. complaints of animal cruelty.

Emergency calls should be responded to with one hour of receiving the call.

8. The Humane Society Animal Control division shall respond to non-emergency calls as soon as practical during normal business hours, and shall attempt to answer all calls before the end of the day whenever possible. Non-emergency calls include, but are not limited to:
 - a. all reports of dogs running loose;
 - b. all requests for dead domestic animal removal along roadways and on other public property of a size that can be properly handled by Humane Society vehicles;
 - c. abandoned domestic animals;
 - d. pick-up of owned-dogs at the owner's request, subject to the rules and regulations of the Humane Society Animal Control division; and
 - e. pick-up and confinement of domestic animals that would otherwise be left unattended pursuant to Humane Society Animal Control division rules and regulations.

9. No animal-related complaint shall be deferred to the City of Henderson during normal business hours, including complaints related to wildlife.
10. A cell phone shall be provided by the Humane Society to its animal control staff to facilitate after-hour contact for emergency calls only. The City will initiate the after-hour contact after verification has been made by a law enforcement officer. A call-out list shall be provided to the City listing personnel assigned for after-hour calls.
11. The Humane Society shall provide to all animal control officers uniforms that designate them as animal control and shall be provided with proper identification that designate them as animal control. The Humane Society shall provide rabies and other appropriate vaccination to animal control officers on a regular schedule.
12. All animal control officers should received the appropriate orientation and training before beginning their duties and receive continuing training and education.
13. Animal control vehicles shall be kept clean and maintained in good working order. The Humane Society shall transport all living domestic animals in vehicles with equipment and appurtenances which shall protect and shelter the animals. The vehicles shall be conspicuously marked as Animal Control vehicles. No personal or take-home use of the vehicles shall be permitted except for animal control officers on-call for after-hour response.
14. All Animal Control officers who are out on calls must have radio access and radio communication ability at all times.
15. The Humane Society shall provide for the prevention of abandonment and straying of animals within the city by accepting all domestic animals brought to its shelter by any person living in the City, in accordance with Humane Society rules and regulations.
16. The Humane Society Animal Control division shall use its best efforts to capture all stray and abandoned dogs within the City for holding in its shelter for the period of time required by pertinent ordinance, statute, and regulation for return to its owner. Animals which are severely injured, sick or diseased with any infectious or contagious condition which may constitute a health hazard to other humans or animals shall be disposed of within a shorter period of time by euthanasia at the discretion of an animal control officer and/or a licensed veterinarian. The Humane Society agrees that the facility will not be overcrowded and will be kept in accordance with nationally accepted standards for quantity of animals housed.
17. Humane traps will be made available to the general public by the Humane Society to trap small animals in accordance with Humane Society policy.
18. The Humane Society Animal Control division shall investigate and process complaints of animal cruelty within the city and where cruelty is affirmatively determined, to have its animal control officer(s), as may be required, to attend the

trial of the cause and assist therein by providing the documentation of such cruelty to the prosecuting legal officer.

19. Complaints initiated by the Humane Society Animal Control division for animal ordinance violations shall be investigated by Humane Society Animal Control officers with criminal summons prepared (as affiant). Such complaints shall be prepared and filed within two business days following a determination of violation, with a courtesy copy provided to the City.
20. The Humane Society shall provide procedures for the humane euthanasia of sick, diseased, and unclaimed city animals according to state standards. The Humane Society shall provide for the disposal of all euthanized and dead-animal carcasses in accordance with ordinance, statute, and regulation. Should dead animal disposal costs become unreasonable in the future, the City agrees to meet with the Humane Society to develop a new cost-effective strategy for disposal and/or to provide additional funding to offset the higher costs.
21. The City shall cooperate with the Humane Society by providing information and assistance regarding animal related incidences to the extent permitted by law.
22. The Humane Society agrees that all Board of Directors meetings shall be properly noticed and open to the public. A copy of all Board meeting notices and agendas will be faxed to the City Manager's office (270-831-1206) or emailed to citymanager@cityofhendersonky.org at least 24 hours in advance of the meeting.
23. The Humane Society agrees to submit a written report by July 31, 2017 outlining the accomplishments and services provided by the Humane Society during the previous contract term. In addition, the Humane Society shall prepare a monthly activity report highlighting activities of the animal control program during the previous month including but not limited to census information, animal control runs and pick ups and outcomes, as well as all other information related to the operation of animal control that the City may request. This report will be submitted no later than the 15th of the next month. Further, if requested, a representative from animal control will appear and report on activities of animal control at a City Commission meeting on a quarterly basis.
24. The Humane Society agrees that all programs, activities and services will be provided equally without regard to race, color, religion, national origin, age, sex, or disability.
25. The Humane Society agrees not to discriminate against any employee or applicant for employment because of 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 Humane Society agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.

26. The Humane Society shall cause an annual independent audit to be conducted with a copy to be presented to the city upon receipt. In addition, the City is authorized to audit or otherwise examine the books and records of Humane Society General Account to verify that said funds are being expended in accordance with the terms of this Agreement. The Humane Society will provide a monthly financial report which details the income and the expenditures of the animal control operations. The Humane Society shall maintain liability insurance in the amount of \$1,000,000 and shall designate the City of Henderson as an additional insured on the policy.
27. The Humane Society agrees to comply with all applicable requirements under KRS 65A.010 et seq.
28. The parties reserve the right to cancel and terminate this Agreement at any time, with or without cause, with thirty (30) days written notice. In the event that either party exercises its option to terminate this Agreement, the Humane Society shall reimburse the City for all sums advanced in excess of those expended on a pro-rata basis. However, termination of this agreement shall not affect the original lease and contract dated March 1, 1967, between the parties, which shall remain in full force and effect. The termination notice shall be sent by registered mail to the respective contract administrator as follows:

To the Humane Society:
 President
 203 Drury Lane
 Henderson, KY 42420

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

29. In consideration of the foregoing, the City shall pay to the Humane Society a total of \$110,000 in twelve installments, with the first payment of \$9,166.67 to occur in the month of July and the remaining payments of \$9,166.67 to occur the first week of each month. These payments may be terminated prior to June 30, 2017 pursuant to the terms in paragraph 28 of this agreement. All payments will be held in abeyance if there is a vacancy in the executive director position lasting more than fifteen (15) days until such time as the position is satisfactorily filled on an interim or permanent basis.
30. The term of this Agreement shall commence July 1, 2016, and shall continue through June 30, 2017 unless terminated prior to this date pursuant to paragraph 28 of this Agreement.
31. 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 Humane Society is solely responsible for all claims by third parties and agrees to hold the City free and harmless from any claims for liability which may be made against it as a result of the activities of the Humane Society, including costs and attorney fees.

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:

CITY OF HENDERSON, KENTUCKY

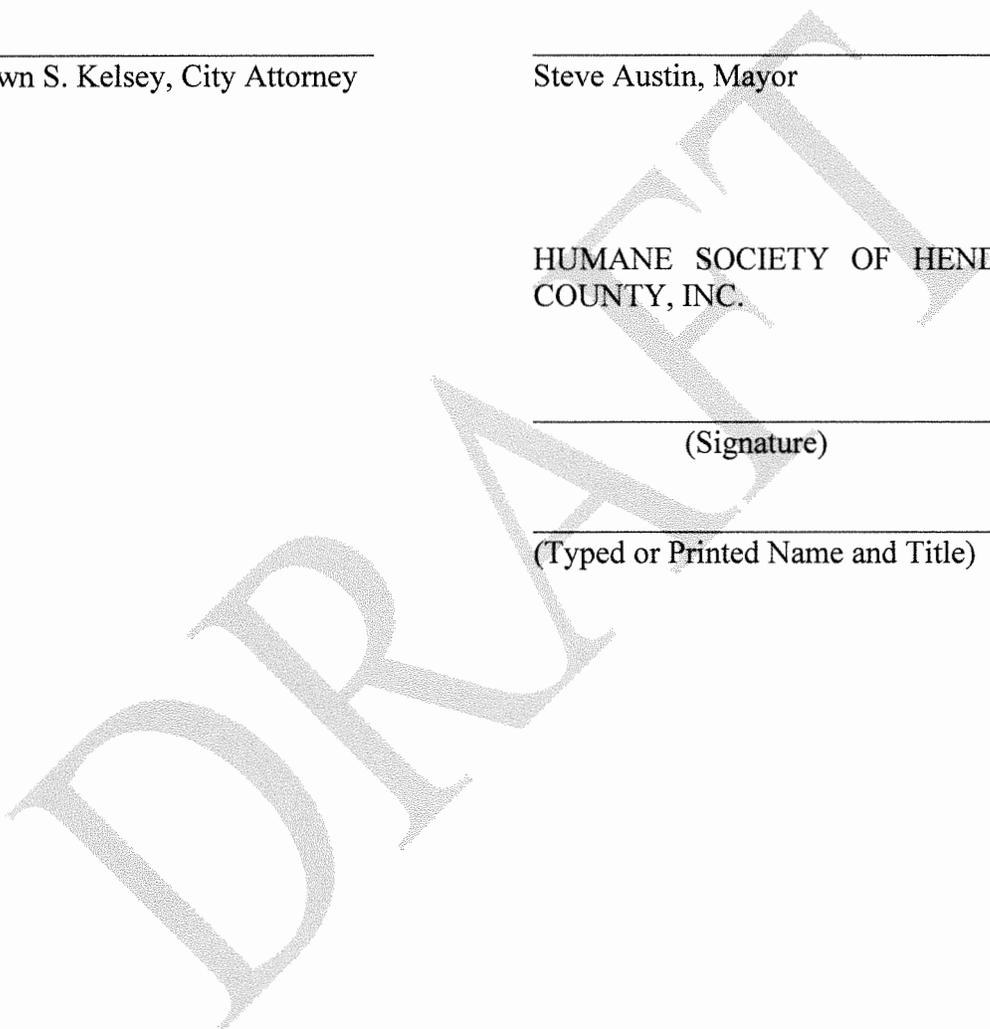
Dawn S. Kelsey, City Attorney

Steve Austin, Mayor

HUMANE SOCIETY OF HENDERSON
COUNTY, INC.

(Signature)

(Typed or Printed Name and Title)



City Commission Memorandum
16-146

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: Henderson Tourist Memorandum of Understanding

The accompanying resolution authorizes the execution of a Memorandum of Understanding with the Henderson County Tourist Commission (Henderson Tourism) regarding personnel for the Henderson Welcome Center.

Services to be provided under this agreement are that Henderson Tourism agrees to provide personnel for the areas of the Henderson Welcome Center containing the displays of historical documents, and artifacts during the hours of operation of the facility for the sum of \$33,700.00 annually.

A modification has been made to the Agreement with an additional \$4,000 to be used to increase Community Room employee salaries and has been forwarded to representatives of Henderson County Tourist Commission for review. It is for the one-year period ending June 30, 2017.

Adequate funds are budgeted and available in the Fiscal 2017 budget for this purpose. Your approval of the attached resolution is requested.

c: Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND HENDERSON COUNTY TOURIST COMMISSION REGARDING PERSONNEL FOR THE HENDERSON WELCOME CENTER

WHEREAS, the Henderson Welcome Center owned by the City located at 101 North Water Street contains many valuable documents and artifacts which are displayed for the general public; and

WHEREAS, Henderson County Tourist Commission (Henderson Tourism), a Lessee of a portion of the facility, has agreed with the City to employ necessary personnel to be present at the facility for the protection of such property and artifacts and to assist visitors who come to view the displays, and the City has agreed to pay to Henderson Tourism the sum of \$33,700.00 annually plus \$4,000 (of which is to be used to increase Community Room employee salaries) for providing such service, all as set forth in a Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the attached Memorandum of Understanding between the City and Henderson Tourism whereby the City agrees to pay Henderson Tourism the sum of \$33,700.00 plus \$4,000 (of which is to be used to increase Community Room employee salaries) annually for the providing of personnel at the Henderson Welcome Center as aforesaid, is hereby approved, and the Mayor is authorized to execute the agreement on behalf of the City.

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 _____

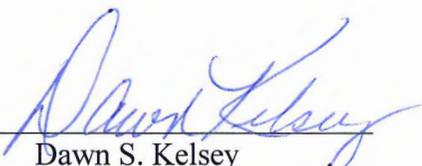
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this ____ day of _____, 2016, by and between the CITY OF HENDERSON, KENTUCKY, P.O. Box 716, Henderson, KY 42419-0716 (hereinafter referred to as "City"), and HENDERSON COUNTY TOURIST COMMISSION, 101 North Water Street, Henderson, KY 42420 (hereinafter referred to as "Henderson Tourism");

WITNESSTH:

WHEREAS, the City is the owner of a building located at 101 North Water Street, known as the Henderson Welcome Center, a portion of which has been leased by the City to Henderson Tourism by lease dated January 11, 2005, and another portion leased by the City to the Henderson County Historical and Genealogical Society ("Historical Society") by lease also dated January 11, 2005; and

WHEREAS, there are many valuable historical documents, pictures and artifacts which are kept in the building and displayed to the general public; and

WHEREAS, the parties recognize the need for personnel to be present at the facility during its hours of operation for the protection of such historical property and artifacts, and to assist visitors who may have come into the facility to view said property and artifacts; and

WHEREAS, the City and Henderson Tourism have reached an agreement whereby Henderson Tourism will provide necessary personnel at the facility as needed, and the parties desire to reduce their agreement and understanding to writing.

NOW, THEREFORE, IT IS AGREED between the City and Henderson Tourism as follows:

1. Henderson Tourism agrees to provide personnel for the areas of the Henderson Welcome Center containing the displays of historical documents, pictures and artifacts during the hours of operation of the facility, which are from 10:00 a.m. to 4:00 p.m. Monday through Friday and 10:00 a.m. to 2:00 p.m. on Saturday, by employing and/or contracting with well-qualified personnel upon such terms and conditions as Henderson Tourism and such personnel may agree, and the City shall pay to Henderson Tourism the sum of \$33,700 plus \$4,000 to be used to increase Community Room employee salaries, as requested, and other Community Room items that may be necessary, annually in four equal quarterly payments with the first payment of \$9,425 due and payable in July 2016 for the providing of such services, beginning July 1, 2016 and ending June 30, 2017. It is specifically understood between the parties that such personnel shall be employees and/or contractors of Henderson

Tourism and not of the City of Henderson. The terms and conditions of these employees' employment or contract status will remain set by Henderson Tourism. Henderson Tourism agrees to abide by all applicable employment laws and workers' compensation laws, and to indemnify the City of Henderson from any claim against it from any Tourism employee or his or her representative arising out of his or her employment with Henderson Tourism.

2. The parties reserve the right to cancel and terminate this 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, Henderson Tourism shall reimburse the City for all sums advanced in excess of those expended on a pro-rata basis. The termination notice shall be sent by registered mail as follows:

To the Henderson Tourism
Executive Director
101 North Water Street
Henderson, KY 42420

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

3. Henderson Tourism agrees to continue meeting with agencies that share a common goal of economic development and tourism and look for continued growth of synergies among these agencies. These agencies include Downtown Henderson Partnership, and the Kentucky Network for Development, Leadership and Engagement (Kyndle).
4. Henderson Tourism agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, or disability. Henderson Tourism 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. Henderson Tourism agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.
5. Henderson Tourism agrees that all programs, activities and services will provided equally without regard to race, color, religion, national origin, age, sex, or disability.

6. 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. Henderson Tourism is an independent contractor as to the City, and Henderson Tourism is solely responsible for all claims by third parties and agrees to indemnify and hold the City free and harmless from any claims for liability which may be made against it as a result of the activities of the Henderson Tourism, including costs and attorney fees.
7. Henderson Tourism agrees to comply with all applicable requirements under KRS 65A.010 et seq.; failure to do so may result in funding being suspended or cancelled.

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

CITY OF HENDERSON, KENTUCKY

By: _____
Steve Austin, Mayor

HENDERSON-HENDERSON
COUNTY TOURIST COMMISSION

By: _____
Chairman

APPROVED AS TO FORM
AND LEGALITY:

Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-151

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: CDBG Subrecipient Agreement – Father Bradley Shelter for Women and Children

The accompanying resolution authorizes the execution of a Subrecipient Agreement with the Father Bradley Shelter for Women and Children, Inc., (SWC) for Community Development Block Grant (CDBG) funding.

The Agreement provides for SWC to continue a program of supportive services to emergency shelter women including job readiness, job placement, and family support. A total of \$7,500.00 in CDBG funds is being made available.

The proposed activities and expenditures are eligible activities meeting HUD guidelines and are programmed in the 2016 work program and 2017 fiscal year budget.

Your approval of the attached resolution is requested.

c: Tammy Willett-Speaks
Buzzy Newman
Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT WITH THE
FATHER BRADLEY SHELTER FOR WOMEN AND CHILDREN,
INC. (SWC)

WHEREAS, the Father Bradley Shelter for Women and Children, Inc. (SWC) desires to introduce a program of supportive services to emergency shelter women including job readiness, job placement, and family support; and

WHEREAS, the SWC has requested that it become a subrecipient of \$7,500.00 of the City's Community Development Block Grant (CDBG) funds for the purpose of providing these services; and

WHEREAS, the City Manager recommends approval of the subrecipient agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is accepted, and the subrecipient agreement between the City and the Father Bradley Shelter for Women and Children, Inc. (SWC) for \$7,500.00 of CDBG grant funds, a copy of which is attached hereto, is hereby approved, and the Mayor is authorized to execute the agreement on behalf of the City.

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 _____

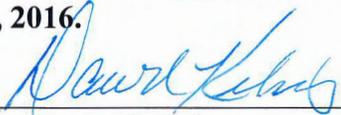
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

**THE CITY OF HENDERSON, KENTUCKY
AND
FATHER BRADLEY SHELTER FOR WOMEN AND CHILDREN,
INC.

FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAMMATIC FUNDING**

THIS AGREEMENT, entered this ____ day of _____, 2016, by and between the City of Henderson, 222 First Street, Henderson, Kentucky 42420 (herein called the "Grantee") and the Father Bradley Shelter for Women and Children, Inc., 530 Klutey Park Plaza Drive, PO Box 1617, 42419-1617 (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for undertaking the activities listed below in a manner satisfactory to the Grantee and consistent with any standards required. Such program will include the following activities eligible under the Community Development Block Grant Program:

The Subrecipient will provide supportive services to the emergency shelter clients in the following component areas:
1) job readiness to teach skills to gain competitive employment; 2) placement assistance for both housing and employment; and 3) family support to teach families alternatives to social problems and how to work together as a functioning family unit.

The job readiness component is called employability. This component is a direct service to educate women in the required skills to gain employment offered by the Subrecipient staff both in a small group setting and one-on-one basis for those who need more individualized assistance. Clients are required to attend two evening sessions per month averaging approximately 1 ½ hours each session. The course teaches priorities, how to match skills, how to locate employment, the application process, the resume, the interview, and positive attitude for work. Clients complete a personal profile to discover who they are, what they have

accomplished, and what they are seeking. They develop a pocket-sized personal history to prepare them for commonly asked questions during their employment process. Clients are taught how to perform a skills inventory and how to identify adaptive, transferable, and prerequisite skills for their area of interest. The importance of the cover letter, strong resume and the thank you letters are also discussed. Clients are introduced to basic computer skills relating to searching, accessing, and completing tasks for employment. The small group setting allows members to work together to reach common goals and to assist one another. This will help to improve members' communication skills and lower anxieties about their abilities.

The placement component is a service to assist clients in locating and securing both employment and permanent housing. This service allows clients to access community partners, on-site applications with assistance, and budgeting techniques. Subrecipient staff will dedicate 4 hours per month for placement activities, from making basic contacts with potential employers and/or housing agents to processing and following up on pending applications. This is an area of need experienced by all homeless women served by the Subrecipient. The Subrecipient has developed a strong working relationship within the community, which provide clients with knowledge and first-hand access to employment and housing opportunities before the general public receives announcements. The relationship between clients and staff will be instrumental in the success of this component. Together they establish a source of income, either through a government source or employment, identify practical spending, and set a strict manageable budget. This service not only places the clients but, empowers them with techniques to maintain placement.

The family support component is composed of many services and activities. A course is offered by the Subrecipient staff to promote morals and values with a common sense approach. Again, clients will be required to attend two evening sessions per month averaging approximately 1 ½ hours each session. Issues that are addressed are taking care of yourself, love and help your children, set good examples, follow the law, be trustworthy, fulfill obligations and treating each other with respect. Clients follow along in their booklets and complete critical thinking assignments to increase their application of the instructed skills. Classes are offered by community partners; bi-weekly parenting classes

on issues of stress, aggression, and security, weekly classes in domestic violence awareness in the areas of prevention and the cycle of violence, bi-monthly classes in vital life skills, from preparing a meal for \$5 (five dollars) to balancing a checkbook, incentives for earned dollars into saving accounts, and bi-monthly classes in food safety. Referrals are given to school-based programs to contribute to the connection to long-term programs addressing the lack of educational development in both parent and child. The focus is on early education for our youngsters and after school programs or mentoring programs for our adolescents. Mothers are encouraged to obtain GEDs and/or enter into a degree program in our local community college. Activities will also be targeted at creating or strengthening family bonds by promoting structure and the importance of positive interaction.

All services, classes, programs and referrals are provided free of charge for clients and are coordinated through existing agencies to avoid duplication of services in our community.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

The Subrecipient estimates 135 homeless women and children will benefit from these new services within a 12 month period.

D. Performance Monitoring and Compliance with Performance Measures

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on 1st day of July, 2016, and end on 30th day, June 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

<u>TASKS</u>	<u>EXPENSE</u>
Staff Salary for Services	
36 hrs Job Readiness per yr.	700.00
36 hrs Family Support per yr.	700.00
48 hrs Placement per yr.	950.00
Hired additional Part-time staff	4,250.00
Associated Cost	
Supplies	600.00
Printing	<u>300.00</u>
TOTAL SERVICE COST	\$7,500.00

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$7,500.00. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE

Tammy Willett
Community Development Specialist
City of Henderson
PO Box 716
Henderson, KY 42420

SUBRECIPIENT

Sharon Hazelwood
Shelter Manager
Father Bradley Shelter for
Women and Children, Inc.
530 Klutey Park Plaza Drive
PO Box 1617
Henderson, KY 42419-1617

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the *Code of Federal Regulations*, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from the payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

The subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Services in Paragraph I.(A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or

other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets

- one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- h. Performance measurements requirements as required by U.S. Department of Housing and Urban Development

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for service provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by Kentucky Revised Statutes unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipients records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in any audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall remit to the Grantee within 30 days all program income as defined at 24 CFR 570.500(a) generated by activities carried out in whole or part with CDBG funds made available under this contract. The grantee shall record the source and use of said program income and, within 30 days, return the funds to the subgrantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of eligible services as identified under this contract.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 24 CFR 570.202 (b)(6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR Part 24 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth

the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligations to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are

Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage American, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprise in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers' provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all

subcontracts executed under this Agreement

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with

documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph d

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religion Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for

all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

CITY OF HENDERSON
222 FIRST STREET
PO BOX 716
HENDERSON, KY 42419-0716
(270) 831-1200

SUBRECIPIENT

FATHER BRADLEY SHELTER
FOR WOMEN AND
CHILDREN, INC.
530 KLUTEY PARK PLAZA DR
PO BOX 1617
HENDERSON, KY 42419-1617
(270) 830-8063

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Dawn S. Kelsey, Attorney

City Commission Memorandum
16-147

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Planning Commission/GIS Funding

The accompanying resolution authorizes the expenditure of \$342,166.00 in support of the Henderson City-County Planning Commission and Geographic Information System (GIS) during Fiscal 2017.

The Henderson City-County Planning Commission was established by interlocal agreement to provide planning services for the City of Henderson, the City of Corydon, and the County of Henderson in accordance with Chapter 100 of Kentucky Revised Statutes.

Funding is for the one-year period commencing July 1, 2016. Payments will be made in equal installments on a quarterly basis.

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

c: Brian Bishop
Robert Gunter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING FUNDING FOR HENDERSON-HENDERSON COUNTY PLANNING COMMISSION AND GEOGRAPHIC INFORMATION SYSTEM (GIS) IN THE AMOUNT OF \$342,166.00

WHEREAS, an Interlocal Cooperation Agreement establishing a joint planning unit has been established in Henderson County; and

WHEREAS, the City of Henderson, Kentucky is a member of the joint planning unit known as the Henderson City-County Planning Commission; and

WHEREAS, the operation of the Planning Commission is funded pursuant to a formula contained in the interlocal agreement by the participating cities and county; and

WHEREAS, a budget delineating member contributions for Fiscal 2016-2017 has been prepared and adopted by the Planning Commission; and

WHEREAS, the City Manager recommends approval of the City's contribution.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and the payment of the estimated amount of \$344,166.00 to the Henderson City-County Planning Commission for planning services for the period of July 1, 2016 through June 30, 2017 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.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey.
City Attorney

City Commission Memorandum
16-154

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Community One, Inc. Agreement

The accompanying resolution authorizes the execution of an agreement with Community One, Inc. (Community One) for services benefitting the community by addressing the housing restoration needs of Henderson, Kentucky in the amount of \$25,000.00.

Services to be provided under this agreement are repair and weatherization of owner-occupied homes in Henderson. The Agreement is for the one-year period ending June 30, 2017.

Adequate funds are budgeted and available in the Fiscal 2017 budget for this purpose. Your approval of the attached resolution is requested.

c: Robert Gunter

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT WITH COMMUNITY ONE, INC. ALLOCATING \$25,000.00, (PLUS ANY REMAINING FUNDS FROM THE FISCAL YEAR 2016 APPROPRIATIONS) TO BENEFIT THE COMMUNITY BY ADDRESSING THE HOUSING RESTORATION NEEDS OF HENDERSON, KY

WHEREAS, the City of Henderson desires to enter into an agreement with Community One, Inc. whereby the City agrees to allocate funds to Community One, Inc. in the amount of \$25,000.00 (plus any remaining funds from the Fiscal year 2016 appropriations) to benefit the community of Henderson, Kentucky; and

WHEREAS, Community One desires to provide to the City and the City desires to purchase from Community One, Inc. repair and weatherization of owner occupied homes according to the Agreement; and

WHEREAS, the City Manager recommends that said Agreement be approved .

NOW THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is accepted, and the attached Agreement between the City of Henderson, Kentucky and Community One, Inc., is hereby approved, and the Mayor is authorized and directed to execute the agreement on behalf of the City.

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

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

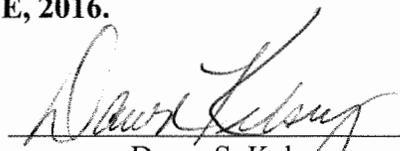
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

Agreement

This Agreement entered into on this ____ day of _____, 2016 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, COMMUNITY ONE desires to provide to the CITY and the CITY desires to purchase from COMMUNITY ONE, the repair and weatherization of owner-occupied homes according to the following Agreement:

NOW, THEREFORE, in consideration of the premises:

1. The CITY agrees to provide to COMMUNITY ONE \$25,000.00 to be paid in installments based upon reimbursement requests submitted to the City Manager or his designee and upon approval of those requests.
2. COMMUNITY ONE agrees to use the \$25,000.00 funding in the following manner:

a. Administration	\$ 2,500
b. Neighborhood Improvement Program (NIP) application processing and project support	\$ 2,025
c. Rehab and repair materials and/or professional labor for home repair projects	\$ 20,475
3. COMMUNITY ONE agrees to use its best efforts to accomplish as many projects as are possible with the funding available in this agreement. COMMUNITY ONE’s Proposed Work Flow Summary and the CITY / COMMUNITY ONE Reimbursement Process are attached hereto and fully incorporated into this Agreement and marked as Exhibit A.

4. All funds provided by the City will be expended solely for the purpose of administration and work performed within the City of Henderson, Kentucky.
5. COMMUNITY ONE shall provide the City an annual report by detailing 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.
6. 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.
7. COMMUNITY ONE agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, or disability. 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. COMMUNITY ONE agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.
8. COMMUNITY ONE shall provide a copy of the annual review of financial records upon request.
9. COMMUNITY ONE agrees to comply with all applicable requirements under KRS 65A.010 et seq.
10. 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, 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

11. 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. COMMUNITY ONE is an independent contractor as to the CITY, and 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 COMMUNITY ONE, including costs and attorney fees.

12. COMMUNITY ONE agrees to maintain at a minimum ONE MILLION (\$1,000,000) of insurance coverage for its employees and volunteers and for its work in Kentucky and to provide that certificate to the City Manager.
13. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
14. The term of this Agreement shall commence upon execution of this document and shall continue through June 30, 2017.

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:

CITY OF HENDERSON, KENTUCKY

Dawn S. Kelsey,
City Attorney

Steve Austin,
Mayor

COMMUNITY ONE, INC.

Don Chaudoin, President
Board of Directors

Proposed Work Flow Summary

Community One proposes to accomplish as many housing repair projects as are possible with the funding available by June 30, 2017.

Housing Repair Projects

- Community One will mobilize volunteers in Henderson to implement the repair program.
- Community will market the owner-occupied repair program to homeowners in the target area.
- The City will assist Community One in identifying potential repair projects as they are able.
- Community One will qualify interested homeowners for the repair program and post approved projects on their website for volunteer engagement.
- Community One will provide leadership to oversee the volunteers completing the repair projects.

For repair projects costing \$1,000 or less:

- Community One will pre-fund the cost of project materials using corporate credit accounts and provide purchase receipts along with a project expense sheet to the City for reimbursement of each project.
- The City will reimburse Community One for repair project materials expenses within ten working days of receipt of a project expense sheet and receipts.

For repair projects costing more than \$1,000:

- Community One will provide a materials list and cost estimate to the city prior to starting the project.
- The City will distribute funding to Community One for repair project expenses estimated to be in excess of \$1,000 within ten working days of receipt of a project materials list and cost estimate.
- Community One will provide purchase receipts along with a project expense sheet to the City at the completion of the project to verify expenditures.

For repairs requiring a licensed contractor:

- Community One will provide a project cost estimate to the city prior to allowing a licensed professional (electrical, plumbing, HVAC, etc.) to work on a project.
- The City will distribute funding to Community One for the cost of licensed professional services within ten working days of receipt of a project cost estimate.
- Community One will provide a contractor's invoice along with a project expense sheet to the City at the completion of the project to verify expenditures.

Homeowner Occupied Repairs

Low-income families—especially elderly, disabled and single-parent homeowners—often need help with routine repairs and maintenance to keep their homes in good condition.

We provide volunteer-based home repairs for homeowners with a genuine need for help, who are unable to perform the repairs themselves or pay for them, and who are willing to receive assistance from community volunteers.

Typical projects include exterior painting and repairs to roofs, plumbing, doors, porches, steps and railings, gutters, siding and more.

Assisting with simple repair projects has many benefits, including:

- Reduces blight and decay
- Keeps homeowners in their homes longer, deterring renting
- Increases the value, quality and durability of homes
- Reduces code enforcement cases
- Inspires surrounding neighbors to repair and maintain their homes
- Brings help and hope to people and neighborhoods

City of Henderson / Community One Reimbursement Process

1. Community One will make application to the City of Henderson for a proposed project they wish to perform. The City will validate that the property in question will be checked to make sure there are no current liens against the property. They shall provide a cost estimate of the materials or special services they wish to be reimbursed for.
2. The City will sign off on the application and return to Community One as verification if everything is found to be acceptable. A visual inspection of the property must be done by City staff with picture documentation before the work begins and after completion to ensure that the work was completed.
3. Community One will procure and pay for materials and special services in advance.
4. Community One will submit payment reimbursement requests to the City of Henderson by the 25th of each month and payment shall be made on or around the 5th of the following month. The reimbursement request shall include a copy of the invoice for materials or special services and a copy of the cancelled check as well as an executed general supplier/contractor lien release form.

General Note: Any and all information relating to warranties shall be given to the homeowner upon completion of the work along with contact information for Community One. Documentation of the work being accepted by the property owner is strongly suggested.

City Commission Memorandum
16-137

June 24, 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 28, 2016, is final 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,
Therasas

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 NO. 22-16

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 X R. Royster, 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>ABSENT</u>		

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

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

PUBLICATION DATE: _____

FIRST READ: 06/14/2016
SECOND READ: _____

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
16-138**

June 24, 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 28, 2016, is final 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
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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 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:

PUBLICATION DATE: _____

FIRST READ: 06/14/2016
 SECOND READ: _____

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 X R. Royster 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>ABSENT</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 8 DAY OF JUNE, 2016.

By: 
Dawn Kelsey
City Attorney

**City Commission Memorandum
16-148**

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Zoning Regulations Amendments – Article II, Article IX, Article XXI, Article XXIII, Article XXIV, and Article XXV

Enclosed for the agenda of Tuesday, June 28, 2016, is first reading of an ordinance amending Article II, Definitions, Section 2.01; Article IX, Off Street Parking and Loading Requirements Table Inset; Article XXI, H-C, Highway Commercial District, Section 21.03 Conditional Uses; Article XXIII, M-1, Light Industrial District, Section 24.03, Conditional Uses; Article XXIV, M-2 Heavy Industrial District, Section 24.03 Conditional Uses; and Article XXV Agricultural District, Section 25.03, Conditional Uses of the Zoning Ordinance of the Code of Ordinances of the City of Henderson.

As you will recall, a request for review of the zoning resolutions was forwarded to the Planning Commission in April 2016.

The proposed amendments would allow an indoor shooting range through the conditional use process.

The Planning Commission conducted a public hearing at its meeting of June 7, 2016, and recommended the proposed amendments.

Your approval of the attached ordinance is requested.

c: Brian Bishop
John Stroud
William L. Newman, Jr.

Steve Austin, Mayor

Commissioners:

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



The City of Henderson

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

Russell R. Sights, City Manager
William L. Newman, Jr., Assistant City Manager
Dawn S. Kelsey, City Attorney
Maree Collins, City Clerk
Donna Stinnett, Public Information Officer

April 28, 2016



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

Dear Mr. Bishop:

As you know, the City's Codes Department recently received a question on which zoning district(s) allow indoor shooting ranges, and upon review of the zoning ordinances by the City Attorney, it appears that the ordinances do not address indoor shooting/firing ranges or other indoor recreation uses.

Pursuant to direction of the Board of Commissioners at its meeting of April 26, 2016, you are hereby requested to initiate a review and possible change in one or more of the zoning classifications to allow an indoor shooting range as a conditional use granted by the Board of Zoning Adjustment.

Thank you for your cooperation and assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Russell".

Russell R. Sights
City Manager

c: William L. Newman, Jr.
Don Summers
John Stroud





Planning the Future

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

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

June 8, 2016

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

ATTN: Russell Sights, City Manager

Please be advised on Tuesday, June 7, 2016 the Henderson City-County Planning Commission held a Public Hearing to consider the following:

AMENDMENT TO THE CITY ZONING ORDINANCE: City Commission requested that the Planning Commission initiate a review and possible changes in one or more of the zoning classifications to allow an indoor shooting range as a conditional use granted by the Board of Zoning Adjustment.

Amendments to the City of Henderson Zoning Ordinances:

- **Article II-Definitions, Section 2.01** - Shooting range, indoors. A facility designed or used for shooting at targets with bows & arrows, rifles, pistols, or shotguns and which is completely enclosed within a building or structure for the purposes of target practice or temporary competitions.
- **Article IX-Off Street Parking & Loading Requirements Table Inset** - Add (#35) Shooting Range, Indoors.
- **Article XXI, H-C, Highway Commercial District, Section 21.03 Conditional Uses** – Add (d) Shooting Range, Indoors (must meet all Federal, State, and local regulations).
- **Article XXIII, M-1, Light Industrial District, Section 23.03 Conditional Uses** – Add (#8) Shooting Range, Indoors (must meet all Federal, State, and local regulations).
- **Article XXIV, M-2, Heavy Industrial District, Section 24.03 Conditional Uses** - Shooting Range, Indoors (must meet all Federal, State, and local regulations).
- **Article XXV, AG, Agriculture District, Section 25.03 Conditional Uses** – Add (i) Shooting Range, Indoors (must meet all Federal, State, and local regulations).

PLANNING COMMISSION RECOMMENDATION- MOTION WAS MADE BY DAVID WILLIAMS, SECONDED BY BOBBY JARRETT TO RECOMMEND THESE AMENDMENTS ON SHOOTING RANGES TO BE ADDED TO THE CITY OF HENDERSON ZONING ORDINANCE:

- **ARTICLE II- DEFINITIONS, SECTION 2.01-SHOOTING RANGE, INDOORS. A FACILITY DESIGNED OR USED FOR SHOOTING AT TARGETS WITH BOWS AND ARROWS, RIFLES, PISTOLS, OR SHOTGUNS AND WHICH IS COMPLETELY ENCLOSED WITHIN A BUILDING OR STRUCTURE FOR THE PURPOSES OF TARGET PRACTICE OR TEMPORARY COMPETITIONS.**
- **ARTICLE IX- OFF STREET PARKING & LOADING REQUIREMENTS TABLE INSET- ADD (#35) SHOOTING RANGE, INDOORS.**
- **ARTICLE XXI, HC, HIGHWAY COMMERCIAL DISTRICT, SECTION 21.03 CONDITIONAL USES- ADD (d) SHOOTING RANGE, INDOORS (MUST MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS)**
- **ARTICLE XXIII, M-1, LIGHT INDUSTRIAL DISTRICT, SECTION 23.03 CONDITIONAL USES- ADD (#8) SHOOTING RANGE, INDOORS (MUST MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS)**
- **ARTICLE XXIV, M-2 HEAVY INDUSTRIAL DISTRICT, SECTION 24.03 CONDITIONAL USES- SHOOTING RANGE, INDOORS (MUST MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS)**
- **ARTICLE XXV, AG, AGRICULTURE DISTRICT, SECTION 25.03 CONDITIONAL USES-ADD (i) SHOOTING RANGE, INDOORS (MUST MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS)**

ALL IN FAVOR: AYE

OPPOSED: NONE

Attached are the zoning ordinances amendments, along with the minutes from the public hearing approved by the Planning Commission.

Respectfully submitted,



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

BB/tgc
Cc: Dawn Kelsey

Setback, front. The minimum distance between the street right-of-way and the building line.

Service station. A building or structure designed or used for the retail sale or supply of fuels, lubricants, air, water and other operating commodities for motor vehicles, aircraft or boats, and including the customary space and facilities for the installation of such commodities on or in vehicles and including space for facilities for the temporary storage of vehicles, minor repair or servicing.

Shopping center. A group of three (3) adjoining or adjacent retail stores, and more than 20,000 sq. ft., or service establishments to be planned, constructed and developed as a single unit, and including any additional such stores or establishments subsequently adjoining or adjacent thereto.

Shooting range, indoors. A facility designed or used for shooting at targets with bows & arrows, rifles, pistols, or shotguns and which is completely enclosed within a building or structure for the purposes of target practice or temporary competitions.

Sign. Any fabricated sign or outdoor display structure including its structure, consisting of any letter, figure, character, mark, point, plane, marquee sign, design, poster, pictorial picture stroke, stripe, line, trademark, reading matter, or illuminating device, constructed, attached, erected, fastened, or manufactured in any manner whatsoever so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever, and displayed in any manner out of doors for recognized advertising purposes.

Site plan. A graphic plan drawn to scale for all proposed non-single family development or change of uses, or creation of new commercial or multi-family lots, which shows elements of site design in sufficient detail to depict the approved locations of buildings, accessory structures, parking areas, access points, open spaces, drainage facilities, utilities, yard dimensions, easements, screening, erosion control, flood zone boundaries, and all other information required by the enforcement officer or approving body.

Soil removal. Shall mean the removal of any kind of soil or earth matter which includes topsoil, sand, gravel, clay or other materials or any combination thereof, except common household gardening and general farm care.

Story. That part of a building comprised between a floor and the floor or roof next above which is not a basement or an attic.

- (a) *First story.* The lowermost story entirely above the grade plane.
- (b) *Mezzanine.* An intermediate level between the floor and the ceiling of any story, and covering not more than thirty-three (33) percent of the floor area of the room in which it is located.

Street. Any public or private vehicular way which affords the principal means of access to abutting property. The term shall include "road," "highway," or "thoroughfare." A public street

APPENDIX A – ZONING CODE
City of Henderson, Kentucky

TABLE INSET:

	Use	Required Number Parking Spaces	Per Each Unit of Measure as follows:
1)	Banks (except drive-in only); business or professional offices of lawyers, architects, engineers, or similar or allied professions	1	Three hundred (300) square feet of usable floor area
2)	Banks (drive-in only)	1	Per service window, plus one
3)	Beauty parlor/barbershop	2	Each barbershop and/or beauty shop operator or chair, whichever number is greater
4)	Bowling alleys	8	Each bowling lane plus required parking for any bar, restaurant, or assembly space attached to a bowling alley.
5)	Churches	1	Six (6) seats, based on maximum seating capacity in the main place of assembly therein
6)	Dance halls, pool and billiard halls, skating rinks, lodge halls	1	Forty (40) square feet of usable floor space, with a minimum of ten (10) parking spaces
7)	Elementary schools, junior high schools	1	Two (2) teachers, employees or administrators in addition to the requirements of the auditorium or assembly hall
8)	Establishments, other than drive-in, for sale and consumption on the premises of beverages, food or refreshments	1	One hundred (100) square feet of usable floor area
9)	Furniture and appliance, household equipment repair shops; showroom of plumber, decorator, electrician or similar trade; clothing and shoe repair; laundry; motor vehicle salesroom; hardware stores; wholesale stores and machinery sales	1	Eight hundred (800) square feet of usable floor area exclusive of the usable floor area occupied in processing or manufacturing for which requirements for industrial establishments (12) shall be followed
10)	Hospitals	1	Two (2) beds
11)	Hotels	1	Guest bedroom
12)	Industrial establishments, including manufacturing, research and testing laboratories, creameries, bottling works, printing, plumbing or electrical workshops, warehouses, and storage buildings	1	Two (2) employees computed on the basis of the greatest number of persons employed at any one period during the night or day

APPENDIX A – ZONING CODE
City of Henderson, Kentucky

13)	Laundromat and/or dry cleaning center	1	Each combination of washer-dryer machine plus one space
14)	Libraries and museums	1	Two hundred (200) square feet of floor space
15)	Mortuary establishments funeral homes	1	Sixty (60) square feet of floor space in the slumber rooms, parlors or individual funeral service rooms
16)	Motor vehicle car wash:		
	a. Self-service operation	4	Each motor vehicle wash establishment; in addition, off-street automobile waiting spaces shall be in accordance with Section 9.03
	b. Other than self-service operation	4	Car wash establishment for employee parking; in addition, off-street automobile waiting space shall be in accordance with Section 9.03
17)	Fraternity houses, dormitories	1	Two (2) beds
18)	Professional offices of doctors and dentists	1	Two hundred (200) square feet of usable floor area
19)	Residential, single-or two-family	2	Per dwelling unit
20)	Multifamily:		
	a. Efficiency and one-bedroom apartment	2	Per dwelling unit
	b. Two (2) plus bedroom apartment	2	Per dwelling unit
	c. Townhouse	2	Per dwelling unit
21)	Rooming houses or boardinghouses	5	Plus one every five (5) beds (minimum, six (6) spaces)
22)	Retail store, except as otherwise specified herein	1	Two hundred (200) square feet of usable floor area
23)	Convents, home for the aged, convalescent homes, children's homes	1	Two (2) beds
24)	Senior high schools, colleges and universities	1	Each teacher, employee and administrator, in addition to the requirements of the auditorium or assembly area therein

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City of Henderson, Kentucky

25)	Stadiums and sports arenas	1	Four (4) seats or seven (7) feet of benches
26)	Tourist home, motel	1	Guest bedroom
27)	Automobile service stations	4	Each station plus one additional space for each gasoline pump above three (3)
28)	Service garages, auto sales-rooms, auto repair, collision or body shops	1	Eight hundred (800) square feet of usable floor area plus one space for each two (2) employees computed on the basis of the maximum number of employees on duty at any one time, plus two (2) spaces for each stall in a collision, body or painting shop, plus one space for each stall or service area or wash rack in a servicing or repair shop
29)	Bed and breakfast inn	--	One off-street parking space must be provided for each guest room on-site, or within a reasonable distance off-site, except where it is demonstrated to the board of zoning adjustment, as part of the conditional use permit, that parking is available on-street.
30)	Theaters, exhibition halls, auditoriums, and places of public assembly with fixed seats	1	Four (4) seats, based on maximum seating capacity, plus one (1) additional parking space for each two (2) employees on shift of largest employment
31)	Theaters, exhibition halls, auditoriums, and places of public assembly without fixed seats	1	One hundred (100) square feet of usable floor space in main auditorium or assembly area, or one (1) space per four (4) people in designed capacity of building, whichever is greater, plus one (1) additional parking space for each two (2) employees on shift of largest employment
32)	Multiscreen cinemas	1	Five (5) seats, based on maximum seating capacity
33)	Daycares	1	One (1) per employee; one (1) space for every ten (10) children
34)	Shopping Center Parking Requirements		Look at Section 4.39 Shopping Centers
<u>35)</u>	<u>Shooting Range, Indoors</u>	<u>2</u>	<u>Shooting Range, plus required parking for any assembly space attached to a Shooting Range</u>

(p) *Maintenance.* Off-street parking facilities shall be paved, properly graded for drainage and maintained in proper condition, free of weeds, dust, trash and debris.

(q) *Side yard.* Side yards shall be maintained for an area of not less than ten (10) feet between the side lot lines of adjoining residential lots and the parking area. The

ARTICLE XXI. H-C, HIGHWAY COMMERCIAL DISTRICT

Sec. 21.01. Statement of purpose.

This district is established to provide areas for commercial uses which are mainly oriented to vehicular traffic.

Sec. 21.02. Permitted uses.

In all H-C districts, no building or land, except as otherwise provided in this ordinance, shall be erected or used except for the following specified uses:

- (a) Any use permitted in the general business districts.
- (b) Animal hospital or veterinary clinic, provided that any such purpose, including pens, or exercise runways shall be at least two hundred (200) feet from any residential district.
- (c) Commercial greenhouses and plant nurseries, including offices and sales yards, provided that no building for any heating plant, ventilation flue or other opening except stationary windows be located within fifty (50) feet of any residential district.
- (d) Drive-in eating and drinking establishments and branch drive-in banks.
- (e) Farm implement or contractor's equipment display, hire or sales establishment, service and repair shops.
- (f) Mobile home and trailer sales lot.
- (g) Drive-in theaters.
- (h) Truck Stop.
- (i) Ice storage and vending.
- (j) Motels/Hotels.
- (k) Automobile service stations.
- (l) Restaurants.
- (m) Building supplies.
- (n) New and used automobile and truck sales.
- (o) Drinking establishments or package liquor stores.
- (p) Accessory uses permitted. Accessory uses or buildings customarily incidental to the above permitted uses provided all general and special requirements for principal buildings are met.
- (q) Consumer fireworks, retail sales, storage, and related supplies in accordance with requirements of an ordinance relating to fireworks adopted by the city, and in accordance with the National Fire Protection Association (NFPA 1124).

(Ord. No. 18-11, 7-12-11)

Sec. 21.03. Conditional uses.

(a) Any uses not allowed above, which are of the same general character as the above permitted uses, which will not be detrimental to the district in which they are located, and which will not be objectionable by reason of odors, dust, smoke, cinders, gas fumes, noise, vibrations and refuse matter are eligible for a conditional use permit. The procedure in Section 4.03 shall be followed.

(b) Shopping centers in conformance with Section 4.39 of these regulations. Shopping centers shall be permitted as conditional uses only in central business and highway commercial districts according to the following conditions.

(c) Allow multiple uses (businesses), but no more than three (3), may be allowed in the same structure (building) with a conditional use permit.

(d) Shooting Range, Indoors (must meet all Federal, State, and local regulations).

(Ord. No. 26-03, 10-14-03)

Section 21.04. General requirements.

(a) A permanent landscaped buffer of evergreen plant material or a solid wall or fence or other suitable enclosure of a commercial land abutting a residential district.

(b) There shall be no outdoor storage of merchandise or materials and no outdoor processing in any commercial district unless authorized as a conditional use. All aboveground structures accessory to any outdoor use shall be located a minimum of twenty-five (25) feet from any front lot lines.

(c) All commercial districts located on lots adjacent to a residential district shall maintain a minimum setback of twenty-five (25) feet on the side adjacent to the residential district for all buildings and appurtenant facilities as a buffer.

(d) All signs and outdoor advertising displays are subject to the provisions established in Article X.

(Ord. No. 4-96, 2-13-96)

Section 21.05. Area, height, bulk and placement requirements.

(See attached Schedule of Regulations, Article XXVII.)

ARTICLE XXIII. M-1, LIGHT INDUSTRIAL DISTRICT

Section 23.01. Statement of purpose.

The intent of this article is to permit certain industries that are of a light manufacturing character, including but not limited to light manufacturing and processing, research and development, certain office uses, and warehousing, to locate in planned areas of the city. So that such uses may be integrated with land use, such as commercial and residential areas, limitations are placed upon the degree of noise, smoke, glare, waste, and other features of industrial operations so as to avoid adverse effects. It is further intended that these light industrial uses act as a transition between heavier industrial uses and nonindustrial uses and not necessarily require railroad access or major utility facilities.

(Ord. No. 14-00, § 1, 5-23-00)

Section 23.02. Permitted uses.

Accessory uses and buildings that are subordinate, customary and incidental to the permitted primary uses. Any accessory structure shall meet site and other requirements of this zone.

- (1) Assembly of finished or semi-finished materials.
- (2) Bakeries.
- (3) Book binding.
- (4) Bottling works.
- (5) Building material sales yards.
- (6) Cabinet making.
- (7) Confectionery.
- (8) Contractor's office and accessory storage yards including the storage of general construction equipment.
- (9) Commercial/Industrial Dry cleaning.
- (10) Greenhouses, wholesale.
- (11) Ice plants.
- (12) Laboratories.
- (13) Laundries, commercial.
- (14) Manufacturing of precision instruments, bicycles, business machines, brooms and brushes, cameras and photo equipment, ceramic products, clothing, condensed and powdered milk products, electronics, small appliances, film, furniture, hemp and jute products, jewelry, medical appliances, musical instruments, optical goods, and pharmaceutical products.
- (15) Metal fabrication and assembly.

- (16) Millwork and woodworking.
- (17) Office uses resulting from information processing, industrial training, engineering, drafting or graphic arts service and computer hardware or software development.
- (18) Plastic molding. (19)
Plating, electrolytic. (20)
Printing or publishing.
- (21) Recycling collection facility.
- (22) Retail sale of any commodity designed and manufactured in in this zone.
- (23) Storage facilities and warehousing, including self-storage facilities.
- (24) Tool gauge and machine shops.
- (25) Truck Stop and Truck Terminal.
- (26) Consumer fireworks, retail sales, storage, and related supplies in accordance with requirements of an ordinance relating to fireworks adopted by the city, and in accordance with the National Fire Protection Association (NFPA 1124).

(Ord. No. 20-96, 4-9-96; Ord. No. 14-00, § 1, 5-23-00; Ord. No. 18-11, 7-12-11)

Section 23.03. Conditional uses.

Other industrial uses not listed above shall be considered conditional uses and will require the approval of the board of zoning adjustment:

- (1) Gasoline, oil, alcohol, or liquefied petroleum storage aboveground in excess of five-hundred (500) gallons.
- (2) Animal hospitals.
- (3) Animal kennels.
- (4) Child care centers.
- (5) Medical hospitals and medical institutions.
- (6) Private education institutions.
- (7) Crematoriums
- (8) Shooting Range, Indoors (must meet all Federal, State, and local regulations).

(Ord. No. 14-00, § 1, 5-23-00)

Section 23.04. Area, height, bulk and placement regulations.

(See attached Schedule of Regulations, Article XXVII.)

ARTICLE XXIV. M-2, HEAVY INDUSTRIAL DISTRICT

Section 24.01. Purpose and findings.

Purpose and findings for regulation of heavy commercial and industrial uses. The intent of this regulation is to provide for the development in desirable areas of the city, based upon the comprehensive plan, of those heavy commercial and industrial establishments which may create some nuisance and which are not properly associated with or compatible with any of the development proposed for the other land use districts. These uses are primarily of a manufacturing, assembling, and fabricating nature requiring good access by road, railroad, and/or river or water access and needing special sites or public utility services. Reasonable regulations apply to uses in this district, so as to permit the location of industries which will not cause adverse effects on residential and commercial areas.

Purpose and findings for regulation of sexually oriented businesses. It is the purpose of these provisions to regulate sexually oriented businesses in order to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of sexually oriented businesses within the city. These regulations have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent of these regulations to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of these regulations to condone or legitimize the distribution of obscene material.

Based on evidence concerning the adverse secondary effects of adult uses as set forth in reports made available to the Board of Commissioners, and on findings incorporated in the cases of *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 426 U.S. 50 (1976); *FW/PBS, Inc., v. City of Dallas*, 493 U.S. 215 (1990); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *City of Erie v. Pap's A.M.*, 120 S. Ct. 1382 (2000); and on studies in other communities including, but not limited to: Dallas, Texas; Town and Village of Ellicottville, New York; Tucson, Arizona; St. Mary's, Georgia; St. Croix County, Wisconsin; Newport News, Virginia; and Garden Grove, California; and also on findings from the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses (June 6, 1989, State of Minnesota), the Board of Commissioners finds:

- (1) There is convincing documented evidence, including statistics and studies performed in a substantial number of communities concerning the serious objectionable characteristics and secondary effects of sexually oriented businesses in other jurisdictions;
- (2) There is substantial evidence that an increase in crime tends to accompany, concentrate around, and be aggravated by sexually oriented businesses, including but not limited to increase in the crimes related to prostitution, sale and possession of controlled substances and violence against persons and property;
- (3) There are unique harmful effects on children and minors exposed to the effects of sexually oriented businesses, including but not limited to, the deterioration of respect for family values, exposure to images and acts for which they are too young

or immature to fully understand, and the possibility that such children or minors could inadvertently become targets or otherwise victims of solicitations of a sexual nature for which they are too young or immature to understand or otherwise take appropriate measure to protect themselves;

(4) Sexually oriented businesses adversely impact property values and the character of the surrounding neighborhoods and business areas, which together have a deleterious effect on the health and welfare of the community;

(5) Sexually oriented businesses have both a real and a perceived negative impact on surrounding properties, including crime rates that are higher and property values that are lower. Their presence influences the public's perception of the neighborhood in which they are located, and can create "dead zones" in commercial areas where shoppers do not want to be associated in any way with sexually oriented businesses, nor have their children walk by such uses.

(6) The findings noted in subsections (1) through (5) raise substantial governmental concerns; and

(7) The general welfare, health, morals, and safety of the citizens of the city will be promoted by these regulations.

(Ord. No. 29-02, § 2, 8-27-02)

Section 24.02. Permitted uses.

In all M-2 districts, no building or land, except as otherwise provided in this ordinance, shall be erected or used except for the following specified uses:

(a) Any use permitted in the light industrial district.

(b) Manufacturing, fabrication and/or processing of any commodity.

(c) Accessory buildings and uses. Garages and other buildings and uses accessory to the principal use.

(d) Sexually oriented business. For purposes of this section, "sexually oriented business" means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, seminude model studio, sexual encounter center, or any other sexually oriented business as regulated under chapter 2.5 of the Code of Ordinances.

(Ord. No. 29-02, § 3, 8-27-02)

Section 24.03. Conditional uses.

The following shall require a conditional use permit according to the procedure in Section 4.03: Any use not in conflict with any other ordinances of the city, provided however, that the following uses shall be considered conditional uses and require approval by the board of zoning adjustment: bag cleaning, boiler works, crematoriums, tank works, central mixing plant for cement, mortar, plaster or paving materials, coke oven, curing, tanning and storage of raw hides and skins, distillation of bones, coal, wood or tar, fat rendering, forge plant, foundry or metal fabrication plant, gasoline or oil storage aboveground in excess of five hundred (500)

gallons, slaughterhouse or stockyards, recycling processing facility, public or private landfills and sewerage disposal plant, river terminal/barge facility, smelting plant, and the manufacturing of acetylene, acid, alcohol, or alcoholic beverages, ammonia, bleaching powder, chemicals, brick, pottery, terra cotta or tile, candles, disinfectants, dyestuffs, fertilizers, illuminating or heating gas, (or storage of same), linseed oil, paint, oil, turpentine, varnish, soap and tar products, synthetic fuel production or operation, shooting range, indoors (must meet all Federal, State, and local regulations), or any other use which in the opinion of the board of zoning adjustment would emit detrimental or obnoxious noise, vibrations, smoke, odors, dust or other objectionable conditions beyond the confines of its property. The board may grant approval if it determines that the proposed use would not extend its detrimental or obnoxious effects beyond the limits of the heavy industrial district in which it is located.

(Ord. No. 14-00, § 2, 5-23-00)

Section 24.04. Area, height, bulk and placement regulations.

(See attached Schedule of Regulations, Article XXVII.)

Section 24.05. General requirements for sexually oriented businesses.

- (a) A sexually oriented business shall not be located within one thousand two hundred fifty (1,250) feet of:
- (1) A church, synagogue, mosque, temple, or building that is used primarily for religious worship and related religious activities;
 - (2) A public or private educational facility including, but not limited to, child day care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, and universities. "School" includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school;
 - (3) A boundary of a residential district (R-1, R-2, R-3, R-4, R-5, PUD, R-MH, R-O) or any other residential district hereinafter established as defined in the City of Henderson Zoning Ordinance;
 - (4) A public park or recreational area which has been designated for park or recreational activities including, but not limited to, park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, pedestrian/ bicycle paths, wilderness areas, or other similar public land within the city which is under the control, operation, or management of the City of Henderson;
 - (5) The property line of a lot devoted to a residential use, whether such use is conforming or nonconforming to the zoning district in which it is located;
 - (6) Any premises licensed pursuant to the alcoholic beverage control regulations of the state.
- (b) A sexually oriented business shall not be located within seven hundred fifty (750) feet of another sexually oriented business.

- (c) Not more than one (1) sexually oriented business shall be located in the same building or structure containing another sexually oriented business.
- (d) For the purpose of subsection (a) of this section, measurement shall be made in a straight line, without regard to the intervening structures or objects, from the nearest portion of the building or structure used as the part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a use listed in subsection (a). The presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this section.
- (e) For purposes of this subsection (b) of this section, the distance between any two (2) sexually oriented businesses shall be measured in a straight line, without regard to the intervening structures or objects or political boundaries, from the closest exterior wall of the structure in which each business is located.
- (f) A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business license, of a use listed in subsection (a) of this section within one thousand two hundred fifty (1,250) feet of the sexually oriented business. This provision applies only to the renewal of a valid license, and does not apply when an application is made for a license after the applicant's previous license has expired or been revoked.

(Ord. No. 29-02, § 4, 8-27-02)

ARTICLE XXV. AG, AGRICULTURE DISTRICT

Section 25.01. Statement of purpose.

This district is intended to classify the land situated on the fringe of the urban area that is used for agricultural purposes, but will be undergoing urbanization in the future. Many tracts in this district should not be detrimental to urban land uses. It is not intended that this district provide a location for a lower standard of residential, commercial or industrial development than is authorized in other districts. The types of uses, area and intensity of use of land which is authorized in this district is designed to encourage and protect agricultural uses until urbanization is warranted and the appropriate change in district classification is made.

"Agricultural use" means the use of a tract of at least ten (10) contiguous acres for the production of agricultural or horticultural crops, including but not limited to livestock, livestock products, poultry, poultry products, grain, hay, pastures, soybeans, tobacco, timber, orchard fruits, vegetables, flowers or ornamental plants, including provision for dwellings for persons and their families who are engaged in the above agricultural use on the tract, but not including residential building development for sale or lease to the public.

Sec. 25.02. Permitted uses.

- (a) Churches.
- (b) Nonprofit public and private organizations.
- (c) Farm buildings.
- (d) Farm, including livestock, pork and poultry raising, dairying, horticulture and other similar bona fide agriculture endeavors or use of land. Pens or structures for farm animals of a new farm operation shall not be located closer than two hundred (200) feet to any residential, commercial, or industrial structure.
- (e) Greenhouses and nurseries, both wholesale and retail.
- (f) Home occupations.
- (g) Horse stables and riding schools/academies.
- (h) Libraries, parks and other recreational facilities.
- (i) Monastery, convent or other religious community.
- (j) Public, parochial and private schools designed for children of elementary school, junior high school and senior high school age.
- (k) Temporary assembly, for periods not exceeding thirty (30) days and subject to the building and electrical codes of the governing body and regulations of the Henderson County Public Health Department.
- (l) Veterinary clinics and hospitals, commercial dog kennels, provided that any structure or area used for such purpose, including pens or exercise runways, shall be at least four hundred (400) feet from any residential district.
- (m) Golf courses or country clubs.

- (n) Oil well or gas wells including the drilling thereof.
- (o) Storage of oil or gas drilling equipment necessary for that lease.
- (p) Selling on the premises of agricultural products produced on the premises; provided that the roadside stand should be considered temporary and shall be set back from the road right-of-way at least fifty (50) feet to permit parking, ingress and egress and shall not be constructed in such a location as to create an undue traffic hazard.
- (q) Single-family dwellings occupied by the owner or operator of the farm and such additional single family dwellings as are necessary for occupancy by the farm operation.
- (r) Accessory uses.
- (s) Winery/Vineyards

Sec. 25.03. Conditional uses.

- (a) Airports or landing fields.
- (b) Cemeteries.
- (c) Public or private landfills and sewerage disposal plant.
- (d) Hospitals and sanitariums.
- (e) Wireless transmitting and receiving stations, radio and television towers.
- (f) Retail sales of farm machinery and farm supplies (seed, fertilizer, herbicides, etc.), on lands for which the principal use is agriculture.
- (g) Commercial outdoor recreational facilities (example, pay lake, campground).
- (h) Public utility buildings, telephone exchange buildings, electric transformer (sub) stations and gas regulator stations which are considered by the county board of zoning adjustment to be necessary for the provision of essential services by governmental agencies or public utilities.
- (i) Shooting Range, Indoors (must meet all Federal, State, and local regulations).

Sec. 25.04. Exceptions.

Land which is used solely for agricultural, farming, dairying, livestock raising, or similar purposes shall have no regulations imposed as to building permits, certificate of occupancy, height, yard, location, or courts' requirements for agricultural buildings, including and limited to one manufactured housing unit used as a dwelling except that:

- (a) Setback lines may be required for the protection of existing and proposed streets and highways.
- (b) All buildings or structures in a designated floodway which tend to increase flood heights or obstruct the flow of floodwaters may be fully regulated.

(Ord. No. 11-02, 5-13-02)

Sec. 25.05. Area, height, bulk and placement regulations. (See attached Schedule of Regulations, Article XXVII.)

Henderson City-County
Planning Commission
June 7, 2016

The Henderson City-County Planning Commission held their regular meeting June 7, 2016 at 6:00 p.m., at the Henderson Municipal Center, 222 First Street, 3rd floor assembly room. Members present: Chairman Herb McKee, Vice-Chair David Williams, Bobbie Jarrett, Dickie Johnson, Gary Gibson, Mac Arnold, David Dixon, Kevin Richard and Penny Hahn, Kevin Herron and Herb Pritchett. Rodney Thomas was absent.

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

(A summary of the minutes from the meeting on June 7, 2016. A recorded audio tape is on file at the Planning Commission Office)

MEETING BEGAN AT 6:00PM

Chairman McKee: Next on the agenda are the **Amendments to the City of Henderson Zoning Ordinances**, Mr. Bishop did you work out with counsel about how to take these?

Brian Bishop: We did. I would ask counsel to recommend a course of action before we proceed.

Chairman McKee: Please.

Tommy Joe Fridy: It's my suggestion Mr. Chairman that you pole the Planning Commission and any people in the audience that would like to speak and ask if anyone would like them considered separately.

Otherwise you're free and you have the ability to either consider them all together or separately.

Chairman McKee: Commissioners?

David Williams: For clarification, under E, all of these Articles, II, IX, XXI, etc.?

Tommy Joe Fridy: Yes. You can jump back and forth if that is your pleasure or you can take Article II, Section 2.01 and deal with that and move to the next one.

Chairman McKee: Let's start with taking them all together, does anybody object to that?

David Williams: Counsel, did you say you needed to pole the audience to see if anybody wanted...

Chairman McKee: We've run out of audience.

David Williams: I don't know Mike might like to say something.

Chairman McKee: Would the press like to weigh in on this?

Kevin Richard: Based on the zoning divisions that are listed here, I would say do it as a blanket.

Mac Arnold: It's all basically the same.

Kevin Richard: I would recommend doing it in one (1) swoop.

Chairman McKee: Without objection, all together?

Mac Arnold: Yes.

David Williams: Yes.

Chairman McKee: Mr. Bishop would you please proceed?

Brian Bishop: Yes sir. The City Commission has requested that we hold a public hearing in order to discuss updates to the City Zoning Ordinance. That update is specifically aimed at adding shooting ranges. Claudia and I have met with John Stroud, Dawn Kelsey the City Attorney, Russell Sights the City Manager and Buzzy Newman the Assistant City Manager to discuss this update.

We felt that the section of the zoning ordinance or the zones that this would be more appropriate are zones that have larger tracts that would have access to roads and the uses would be more separated, in that shooting ranges will not cause a disturbance. The zones that we felt appropriate were Highway Commercial, Light and Heavy Industrial and the Agricultural districts. We found a definition that you will see under Section 2.01 that we felt comfortable with. It is the definition that is used in Texarkana, Texas; we used that as our basis to come up with this definition. With the parking requirements we basically mimicked the requirements for a bowling alley, we felt that was appropriate. That is it in a nutshell. It is also important to notice that these are all conditional uses. They have to be approved by the City's Board of Zoning Adjustment and they have to meet all state and federal regulations. Oddly enough the regulations for gun ranges fall under the Department of Environmental Protection. Yes ma'am.

Penny Hahn: What is the current archery place, what is that zoned?

Brian Bishop: The archery out by the high school? That is zoned agricultural but since it's owned by the school it is exempt from zoning regulations.

Penny Hahn: Ok. I just noticed the definition included bow and arrows.

Brian Bishop: It is. We thought it would be wise to include that since the popularity of archery is expanding at an expedient rate.

Chairman McKee: Presence of lead is probably the primary reason it's under the Environmental Protection Agency.

Brian Bishop: Correct.

Mac Arnold: Would there be any concern to limit, say when you got into the rifles or pistols as far as caliber? Would there ever be a concern with someone having a little too heavy; assault-type weapons can be pretty powerful ammunition and I'm assuming that one of these building designs would accept that.

Brian Bishop: That is probably above our charge and I think that would definitely fall under the Federal Government's jurisdiction which we discussed but it's not something we feel like we can regulate from a Planning Commission or City Zoning Ordinance standpoint.

David Dixon: What about noise?

Brian Bishop: Noise is part of the reason why we chose the zones. For example a lot of times if you have a large lot that is zoned Heavy Industrial it's going to be away from other uses. Specifically the person that spoke to the City about this requested that it be included in the Central Business District which we obviously feel is not a wise decision due to the proximity to buildings and the noise factor itself. We specifically chose these zones because we thought the buildings would be larger and further from their neighbors so that noise would be less impactful.

Kevin Richard: I guess a question Brian, I don't have the federal or state regulations in front of me nor have I read them, but do you know if it includes some kind of noise...

Brian Bishop: John. Commissioner Richard, I have not read it personally, I have downloaded it and started reading it but it's about a half inch to an inch thick...

Chairman McKee: Mr. Stroud you have been sworn in, please proceed.

Tommy Joe Fridy: For the record would you state your position.

John Stroud: I'm the acting Code Administrator for the City of Henderson; we will be the ones regulating this. The Department of Energy is actually the governing body for shooting ranges believe it or not in conjunction with the Environmental Protection Agency and yes the EPA addresses lead, I heard someone say lead earlier and noise. They address pollutants and pollutants of all kinds include noise, lead and things like that. The guidelines are pretty stringent on these as far as the noise, the way you build it, the steel you have to use, how they capture everything. I have read them but I don't have them in front of me and I cannot quote them to you, I didn't bring them tonight but it's pretty substantial what they have to do to even get this in. The state doesn't have any guidelines because they go by the Federal. The state and local get to regulate the assembly areas where you'll be having your meeting before you shoot your guns. To address Mac's concern, none of them really address whether you can use a .50 caliber or not but I would say the range is going to tell you that.

Gary Gibson: Would it be indoor or outdoor.

John Stroud: Indoor is what we're talking about right now.

Gary Gibson: Indoor they can control the sound, that's a good thing.

John Stroud: Sound is pollution, noise is pollution so EPA will cover that along with the lead, and the lead is a big one.

Mac Arnold: John I just want to double check, like some of these sporting good outlets Gander Mountain, Cabela some of these Bass Pro Shops sell firearms and I have seen some them in larger cities actually have firing ranges inside the stores for people to try out the guns. Are the classifications here going to fit places like that? Say somebody wanted to come in like that?

John Stroud: If it were in a Highway Commercial zone it could, if it were in a General Business and you wanted to put a Cabela's and you wanted to have a firing range inside that, it would not, they would have to be in a Highway Commercial zone. Which, I would anticipate Gander Mountain, Cabela's and the people of Bass Pro Shop they're going to be in bigger traffic areas so they are going to want to be in Highway Commercial.

Mac Arnold: Ok.

Chairman McKee: One thing maybe to emphasize is that these are additional conditional uses which means you all at the Board of Zoning Adjustments would have to approve it, correct?

John Stroud: Yes sir. Currently, like Brian said, we did get a request as to what zone would be appropriate for this and in looking through all of our zones we didn't have anything. So, in conjunction with the City Attorney and everyone we felt like it was appropriate to put one in because there are more and more people buying guns, people bow hunting and doing things like that so it's an up and coming thing and it is a sport.

Chairman McKee: Thank you Mr. Stroud, will you be available for further questions?

John Stroud: Yes.

Chairman McKee: Thank you sir.

David Dixon: Just back up for clarification when we look at Article IX and we are referred to this table on page 64, what's that telling us is required?

John Stroud: Is that parking?

David Dixon: Yes, two (2) parking places per shooting range?

John Stroud: Yes.

Brian Bishop: Range meaning down range, as in aisle. That's why I said it was similar to a bowling alley.

David Dixon: Ok.

John Stroud: You have ten (10) aisles; you have twenty (20) spaces plus whatever else it was.

David Dixon: Ok, we're talking about range being one specific line of fire not all ten (10) side by side?

John Stroud: Right.

David Dixon: Which that would technically be range(s).

John Stroud: Yes.

David Dixon: And in required parking for any assembly space, we're not talking about the assembly of firearms, we're talking about the assembly of people.

John Stroud: Assembly of people, right.

Brian Bishop: Commissioner Dixon that would basically mean their retail space.

David Dixon: Ok.

John Stroud: A lot of these places have retail spaces and party rooms, they may have a birthday party and everyone shoots. We tried to anticipate it all David.

Chairman McKee: Mr. Stroud, if the owner of a shooting range had a participant that wanted to bring a grenade launcher in there and practice accuracy, can the owner of the facility say I'm sorry you cannot bring that in here?

John Stroud: I'm going to lean to the attorney but I would say yes.

David Dixon: That would fall under this federal and state regulation I would hope.

Chairman McKee: So the federal and state regulations do include the maximum size weapon you could bring in there.

Gary Gibson: Most definitely because you wouldn't want to take a .50 caliber in there.

John Stroud: I'm not sure; I don't remember reading that part. It would be kind of like a go cart place, you wouldn't want to run a NASCAR, so I think the owner of the shop would hopefully take care of that. I don't know if we as a community need to be telling people they can't do it, it's just common sense.

Chairman McKee: That's somebody else's job, thank you Mr. Stroud. Any further questions for staff? Is there anyone in the audience that would like to speak either for or against? Seeing none, one more time around, questions for staff or comments? Do you have a guide for the motion in the packet Mr. Bishop?

Brian Bishop: No sir not on that.

Chairman McKee: Is anyone comfortable making the motion?

MOTION WAS MADE BY DAVID WILLIAMS, SECONDED BY BOBBY JARRETT TO RECOMMEND THESE AMENDMENTS ON SHOOTING RANGES TO BE ADDED TO THE CITY OF HENDERSON ZONING ORDINANCE:

- ***ARTICLE II- DEFINITIONS, SECTION 2.01-SHOOTING RANGE, INDOORS. A FACILITY DESIGNED OR USED FOR SHOOTING AT TARGETS WITH BOWS AND ARROWS, RIFLES, PISTOLS, OR SHOTGUNS AND WHICH IS COMPLETELY ENCLOSED WITHIN A BUILDING OR STRUCTURE FOR THE PURPOSES OF TARGET PRACTICE OR TEMPORARY COMPETITIONS.***
- ***ARTICLE IX- OFF STREET PARKING & LOADING REQUIREMENTS TABLE INSET- ADD (#35) SHOOTING RANGE, INDOORS.***
- ***ARTICLE XXI, HC, HIGHWAY COMMERCIAL DISTRICT, SECTION 21.03 CONDITIONAL USES- ADD (d) SHOOTING RANGE, INDOORS (MUST MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS)***
- ***ARTICLE XXIII, M-1, LIGHT INDUSTRIAL DISTRICT, SECTION 23.03 CONDITIONAL USES- ADD (#8) SHOOTING RANGE, INDOORS (MUST MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS)***
- ***ARTICLE XXIV, M-2 HEAVY INDUSTRIAL DISTRICT, SECTION 24.03 CONDITIONAL USES- SHOOTING RANGE, INDOORS (MUST MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS)***
- ***ARTICLE XXV, AG, AGRICULTURE DISTRICT, SECTION 25.03 CONDITIONAL USES-ADD (i) SHOOTING RANGE,***

***INDOORS (MUST MEET ALL FEDERAL, STATE AND
LOCAL REGULATIONS)***

ALL IN FAVOR: AYE

OPPOSED: NONE

ORDINANCE NO. _____

ORDINANCE AMENDING ZONING REGULATIONS

SUMMARY: AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF HENDERSON AS FOLLOWS: ARTICLE II, *DEFINITIONS*, SECTION 2.01; ARTICLE IX, *OFF STREET PARKING AND LOADING REQUIREMENTS TABLE INSET*; ARTICLE XXI, *H-C, HIGHWAY COMMERCIAL DISTRICT*, SECTION 21.03 *CONDITIONAL USES*; ARTICLE XXIII, *M-1, LIGHT INDUSTRIAL DISTRICT*, SECTION 23.03, *CONDITIONAL USES*; ARTICLE XXIV, *M-2, HEAVY INDUSTRIAL DISTRICT*, SECTION 24.03 *CONDITIONAL USES* AND ARTICLE XXV, *AG AGRICULTURE DISTRICT*, SECTION 25.03, *CONDITIONAL USES*, TO ALLOW AN INDOOR SHOOTING RANGE AS A CONDITIONAL USE GRANTED BY THE BOARD OF ZONING

BE IT ORDAINED by the City of Henderson, Kentucky that the Zoning Ordinance of the Code of Ordinances of the City of Henderson, is hereby amended as follows: Article II, Definitions, Section 2.01; Article IX, Off Street Parking and Loading Requirements Table Inset; Article XXI, H-C, Highway Commercial District, Section 21.03 Conditional Uses; Article XXIII, M-1, Light Industrial District, Section 24.03, Conditional Uses; Article XXIV, M-2 Heavy Industrial District, Section 24.03 Conditional Uses and Article XXV Agriculture District, Section 25.03, Conditional Uses as set forth in Exhibit "A" attached hereto and made a part hereof by reference, to allow an indoor shooting range as a conditional use granted by the Board of Zoning.

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 _____, 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.

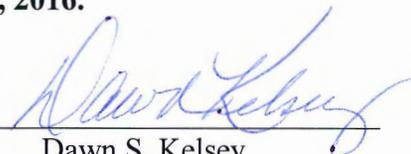
Steve Austin, Mayor

Date: _____

ATTEST:

Maree Collins, City Clerk

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

By: 

Dawn S. Kelsey
City Attorney

ARTICLE I. PURPOSE

Zoning regulations and districts as herein set forth have been made in accordance with the adopted Comprehensive Plan, in order to promote public health, safety, morals and general welfare of the community, to facilitate orderly and harmonious development and the visual character of the community, and to regulate the density of population and intensity of land use in order to provide for adequate light and air. Further, these regulations provide for vehicular, fire and police protection and preventing the overcrowding of land, blight, danger and congestion in the circulation of people and commodities and the loss of life, health or prosperity from fire, flood and other dangers. It is further employed to protect airports, highways, and other transportation facilities, public facilities, including schools and public grounds, commercial, industrial, residential and other specific uses which warrant special protection by the community.

ARTICLE II.

Sec. 2.01. - Definitions.

For the purpose of these regulations, certain terms and words shall be used and interpreted as defined hereinafter. Words used in the present tense include the future. The singular number includes the plural, and the plural the singular. The word "shall" is mandatory, not merely directive; the word "may" is permissive.

Accessory structure or use. Any structure or use, other than the principal structure or use, and detached therefrom by a reasonable distance, directly incidental to or required for the enjoyment of the permitted use of any premises; also as specifically designated under the zoning district regulations of this chapter.

Administrative official. Any department, employee, or advisory, elected or appointed body which is authorized to administer any provision of the zoning regulation, subdivision regulations, and if delegated, any provision of any housing or building regulation or any other land use control regulation.

Agricultural use. The use of a tract of at least ten (10) contiguous acres for the production of agricultural or horticultural crops, including but not limited to livestock, livestock products, poultry, poultry products, grain, hay, pastures, soybeans, tobacco, timber, orchard fruits, vegetable, flowers or ornamental plants, including provision for dwellings for persons and their families who are engaged in the above agricultural use on the tract, but not including residential building development for sale or lease to the public.

Alley. Any public or private way which affords only a secondary means of access to abutting property and which does not constitute a public maintained street upon which property may front.

Alteration. Any change, addition or modification in construction or type of occupancy; any change in the structural members of a building, such as walls, partition, columns, beams, "altered or reconstructed."

Apartment. A dwelling unit as defined by this article, not to be construed as an apartment house.

Applicant. The owner of land and/or property proposed to be zoned or his representative.

Basement. That portion of a building the average height of which is at least half below grade, which is ordinarily used for purposes such as storage, laundry facilities, household tool shops, and installation and operation of heating, cooling, ventilating facilities, but which is not ordinarily used for the purpose of general household habitation.

Bed and Breakfast Inn. A single-family, owner occupied dwelling which has been designated by the State of Kentucky as a Kentucky Landmark and is arranged in order for the owner-occupant to let no more than four (4) separate bedrooms and serve breakfast to overnight guests. The following applies to signs advertising the bed and breakfast inn:

- (1) There shall be no evidence of the conduct of the bed and breakfast business from the exterior of the dwelling, other than one sign not exceeding four (4) square feet in area, unlighted, and mounted flat against the wall of the dwelling. In the case of a corner lot, one sign may be placed on each street side of the dwelling.

Block. The property abutting one side of a street and lying between the two (2) nearest intersecting streets, or between the nearest such street and railroad right-of-way, unsubdivided acreage, river or live stream, or between any of the foregoing and any other barriers, to the continuity of development.

Board. The word "board" shall mean the board of zoning adjustment as established in Article V of this ordinance.

Boardinghouse. A building arranged or used for lodging with or without meals for compensation, by more than five (5) and not more than twenty (20) individuals.

Buffer. An area meeting specified widths and depths on the side(s) abutting, facing, or fronting between differing land uses. A buffer area serves as a physical and/or visual means of separating differing land uses. Where required under the provisions of these regulations, a buffer area shall be provided as specified herein.

Buildable area. The portion of a building site remaining after required yards have been provided.

Building. Any structure for the shelter or enclosure of persons, animals or property.

Building height. The vertical distance measured from the average finished grade at the front building line to the highest point of the structure.

Building, principal. A building, including covered porches, carports, and attached garages in which is conducted the principal use of the lot on which it is situated. In any residential district any dwelling shall be deemed to be the principal building on the lot on which the same is situated.

Building, separate. Any portion of any structure completely separated from every other portion by masonry or a fire wall without any window, which wall extends from the ground to the roof.

Building inspector. The Building Inspector of the City of Henderson, or his authorized representative.

Building site. The land occupied or to be occupied by a principal building and its accessory buildings and including such open spaces, yards, minimum area, off-street parking facilities, and off-street truck loading facilities as are required by this ordinance; every building site shall abut upon a dedicated street. Any building site established after the effective date of this ordinance which occupies only a portion of a lot of record may be established only in accordance with the requirements of the subdivision regulations [Appendix A of this Code] and this ordinance, whichever is more restrictive.

Building line. A line established in general, parallel to the front street line between which line and the front street line, no part of a building shall project, except as otherwise provided by these regulations.

Carport. A shelter for one or more vehicles which is not fully enclosed by walls and one or more doors.

Certificate of use and occupancy. The certificate issued by the building official which permits the use of a building in accordance with the approved plans and specifications and which certifies compliance with the provisions of law for the use and occupancy of the building in its several parts together with any special stipulation or conditions of the building permit.

City. The word "city" shall mean the Board of Commissioners of the City of Henderson, Kentucky.

Clerk. The clerk of the governing body.

Club. An organization of persons for special purposes or for the promulgation of sports, arts, science, literature, politics or the like, but not for profit.

Commission. The word "commission" shall mean the Henderson City-County Planning Commission.

Comprehensive plan. A comprehensive plan for the development of the local government, prepared and adopted by the Planning Commission and Board of Commissioners pursuant to state law, and including any part of such plan separately adopted and any amendment to such plans, or parts thereof.

Conditional use. A use which is essential to or would promote the public health, safety, or welfare in one or more zones, but would impair the integrity and character of the zone in which it is located, or in adjoining zones, unless restrictions on location, size, extent, and character of performance are imposed in addition to those imposed in the zoning regulation.

Conditional use permit. Legal authorization to undertake a conditional use issued by the administrative official pursuant to authorization by the board of zoning adjustment, consisting of two (2) parts:

- (a) A statement of the factual determination by the board of zoning adjustment which justifies the issuance of the permit, and,
- (b) A statement of the specific conditions which must be met in order for the use to be permitted.

“Condominium” means Real Estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real Estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

Consumer fireworks. Those fireworks that are described in KRS 227.702.

Convalescent home. A convalescent home is a home for the care of the aged or infirm, or a place of rest for those suffering bodily disorders wherein two (2) or more persons are cared for. Said home shall conform and qualify for license under state law.

County. The word "county" shall mean the Fiscal Court of Henderson County, Kentucky.

Court. An open, unoccupied space, other than a yard on the same lot as a building.

Day care facility. A day care facility is designed to offer care and/or training to children or adults unrelated to the owner or director for any part of a day on some kind of regular basis. Such facility may or may not be operated for profit. For the purposes of the zoning regulations, a sitting service that is used at the convenience of parents or other relatives at irregular intervals is not to be considered a day care facility.

Type of day care facilities: The services offered and ages of persons enrolled in a day care facility determine the classification of the facility. The name of the facility should be descriptive of its purpose.

- (a) *Group care center* (day nursery, day care center) is defined as a facility for six (6) or more children, regardless of age, whose primary purpose is the care of the child for part of a day.
- (b) *Nursery school* is defined as a school for two-, three- and four-year-old children which operates for periods generally not to exceed four (4) hours per day and whose primary purpose is education and guidance.
- (c) *Kindergarten* is defined as a school for four- and five-year-olds which operates for periods not to exceed four (4) hours per day and whose primary purpose is education and guidance for health, emotional and social development of the children.
- (d) *Foster family day care* is defined as a service in a private home offering care in a family setting to a maximum of five (5) children, including the foster families own children during part of the day. Because of the special needs of the very young

child, there should be no more than two (2) children under the age of two (2) years in a foster family day care home.

- (e) *Adult day care* is defined as personal care and supervision in a protective setting for adults outside their own home for less than twenty-four (24) hours per day. The program may include the provisions of daily medical supervision, nursing and other health care support, psycho-social assistance, or appropriate socialization stimuli or a combination of these. Adult day care is available for those persons who do not require twenty-four-hour per day institutional care, but who, because of physical and/or mental disability, are not capable of full-time independent living.

Density. The number of families residing on, or dwelling units developed on an acre of land. As used in these regulations, all densities are stated in families per acre.

Development plan. Written and graphic material for the provision of a development, including any or all of the following: Location and bulk of buildings and other structures, intensity of use, density of development, streets, ways, parking facilities, signs, drainage of surface water, access points, a plan for screening or buffering, utilities, existing manmade and natural conditions and all other conditions agreed to by the applicant.

District. A portion of the jurisdiction of the governing body within which on a uniform basis, certain uses of land and buildings are permitted and within which certain yards, open spaces, lot acres and other requirements are established, i.e., residential district, commercial district, etc.

Drive-in establishment. A business establishment, other than a drive-in restaurant, so developed that its retail or service character is dependent on providing a driveway approach or parking spaces for motor vehicles so as to serve patrons while in the motor vehicle, and may include drive-in banks, drive-in cleaners and drive-in laundries.

Drive-in restaurant. Any place or premises used for the sale, dispensing or serving of food, refreshments, or beverages in automobiles, including establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages in automobiles on the premises.

Dwelling, group. A group of two (2) or more single-family semi-detached or multiple dwellings occupying a parcel of land in common ownership and having yard or courts in common.

Dwelling, multifamily. A residential dwelling designed for or occupied by three (3) or more families, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling, row or townhouses. A row of three (3) or more attached single-family dwellings, not more than two and one-half (2½) stories in height, in which each dwelling has its own front and rear entrances.

Dwelling, two-family. A building designed exclusively for occupancy by two (2) families independent of each other, such as a duplex dwelling unit.

Dwelling unit. A single unit providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Dwelling unit, single-family. 1) A building or structure designed and intended for occupancy by a single family constructed on site on a permanent foundation in compliance with all standards contained in the Kentucky Building Code; or 2) a building or structure designed and intended for occupancy by a single family and fabricated in whole or part in an off-site manufacturing facility and transported by truck for installation or assembly at the building site as a permanent structure with installation required to be moored to a permanent foundation in compliance with all the standards contained in the Kentucky Building Code and once installed can only be moved as a conventional home.

Efficiency unit. An efficiency unit is a dwelling unit consisting of one room, exclusive of bathroom, kitchen, hallway, closets or dining alcove directly off the room, providing not less than three hundred fifty (350) square feet of floor area.

Erected. The word "erected" includes built, constructed, reconstructed, moved upon, or any physical operation on the premises required for the building. Excavations, fill, drainage, and the like, shall be considered a part of "erected."

Façade. Façade is the visual portion of a property with frontage along a public right-of-way, not including a public alleyway, including all architectural and construction features including and without limitation to: structural materials, facing materials, windows, doors, trim, sill, steps, railing, cornices, molding, and fences.

Family. One person living alone, or two (2) or more persons living together as a single nonprofit, housekeeping unit, provided that unless all members are related by blood, marriage, or legal adoption, no such family shall contain over three (3) unrelated persons. The term "family" shall be deemed to include domestic servants, gratuitous guests, and foster or boarded children whose room and board is paid by a recognized child care agency. Further provided that the term "family" shall not include a group occupying a hotel, club, boarding house or fraternity or sorority house.

Family child-care home. A private residence that provides for the temporary care of children who are unrelated to the care provider.

Fast food restaurant. A fast food restaurant is defined to be a restaurant that has all of the following characteristics:

- (a) Its principal business is the sale of food items and beverages of the kind which can readily be taken out of the restaurant for consumption off the premises.
- b) Service is not customarily provided to customers at their tables by employees of the restaurant.

Filling. Shall mean the depositing or dumping of any matter on or into the ground, except deposits resulting from common household gardening and general farm care.

Floor area ratio. The ratio between the maximum allowable amount of floor space on all floors in a building and the total area of the lot on which the building is located. Example. A FAR of 2.0 would allow floor space of twice the area, or a four-story building covering one-half of the lot. A FAR of 0.5 would allow floor space of one-half of the lot area, or a two-story building covering one-quarter of the lot area, or a two-story building covering one-quarter of the lot.

Floor area, total. The area of all floors of building including finished basements and covered porches.

Floor area, usable. Any floor area within outside walls of a building, exclusive of areas in cellars, unfinished basements, utility area, unfinished attics, garages, open porches and accessory buildings.

Foster child. A person who has not reached his eighteenth (18th) birthday, unrelated to a family by blood or adoption with whom he or she lives for the purpose of care and/or education.

Garage, private. An accessory building designed or used for the storage of motor-driven vehicles owned and used by the occupants of the building to which it is accessory, for personal use only.

Garage, public. Any premises used for the storage or care of motor-driven vehicles, or place where any such vehicles are equipped for operation, repaired, or kept for re-numeration, hire or sale.

Home Occupation. Professional offices and personal services maintained or conducted within a dwelling or conducted as a conditional use in a detached existing garage. (See reference 4.38)

Hospital. Any institution providing health services, primarily for inpatients and medical or surgical care of the sick or injured, including as an integral part of the institution, such related facilities as laboratories, outpatient department, training facilities, central service facilities and staff offices, as licensed by the Commonwealth of Kentucky.

Hotel. A building or group of buildings containing individual sleeping or living units designed for the temporary occupancy of transient guests and including hotels, tourist courts, motor lodges, motor hotels, or auto courts, but not including boarding houses or lodging houses.

Junk. The term "junk" means any motor vehicle, machine, appliance, scrap material that is in a condition which prevents its use for the purpose for which it was originally manufactured.

Junkyards, used auto parts yards, salvage yards. The use of an area of any lot for the storage, keeping or abandonment of junk, including scrap metals or other scrap materials, or for the dismantling, demolition, abandonment of automobiles, or other vehicles or machines or parts thereof.

Kenel. Any lot or premises on which three (3) or more dogs, four (4) months old or older, are kept either permanently or temporarily for commercial or breeding purposes.

Laboratory. A place devoted to experimental study, such as testing and analyzing. Manufacturing of product or products is not permitted within this definition.

Loading space. An off-street space on the same parcel of property with a building or group of buildings, for temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

Lot. A parcel of land occupied or intended for occupancy by a use permitted in these regulations, including one principal building together with the accessory buildings, yard area, and parking spaces required by these regulations, and having its principal frontage upon a publicly maintained street.

Lot area. The total horizontal area within the lot lines of a lot.

Lot, corner. A corner lot of which at least two (2) adjacent sides abut for their full length upon a street, provided that such two (2) sides intersect at an interior angle of not more than one hundred thirty-five (135) degrees. Where a lot is on a curve, if tangents through the extreme point of the street line of such lot make an interior angle of not more than one hundred thirty-five (135) degrees, it is a corner lot. In the case of a corner lot with curved street line, the corner is that point on the street lot line nearest to the point of intersection of the tangents described above.

Lot, coverage. That part or percent of the lot occupied by the buildings, including accessory buildings.

Lot depth. The mean horizontal distance from the front lot line to the rear lot line.

Lot, double frontage. An interior lot having frontages on two (2) more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, one street will be designated as the front street in the plat and the request for a building permit will indicate which street is the designated front street.

Lot, interior. A lot other than a corner lot.

Lot line. The property line abounding the lot.

Lot line, front. In the case of an interior lot, that line separating said lot from the street. In the case of a corner lot, or double frontage lot, "front lot line" shall mean that line separating said lot from that street which is designated as the front street in the plat and in the application for a building permit.

Lot line, rear. That lot line opposite the front lot line. In the case of a lot pointed at the rear, the rear lot line shall be an imaginary line parallel to the front lot line not less than ten (10) feet long farthest from the front lot line and wholly within the lot.

Lot line, side. Any lot line other than the front lot line or rear lot line. A side lot line separating a lot from a street is a side street lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.

Lot line, street or alley. A lot line separating the lot from the right-of-way of a street or alley.

Lot of record. A lot which is part of a subdivision recorded in the office of the county court clerk, or a lot or parcel surveyed or described by metes and bounds, by description of which has been so recorded.

Lot width. The mean horizontal distance between the side lines at the building line measured along the building line.

Maintenance. General property maintenance and/or repair of any water, sewer, HVAC, or electrical expenditures incurred in updating an existing structure where no new expansion will occur.

Major thoroughfare. The major streets which carry a relatively large amount of vehicular traffic and may connect to secondary or regional thoroughfares. The major thoroughfares are as delineated on the comprehensive land use plan as adopted by the governing body.

Manufactured housing. A manufactured building designed for long-term residential use. Manufactured housing includes that housing built on a chassis and is commonly referred to as "mobile homes"; however, manufactured housing does not include recreational vehicle, as defined herein at "Article II. Definitions, Section 2.01. Definitions." For the purpose of these regulations, manufactured housing is divided into four (4) classifications.

- (1) *Class A manufactured housing.* Manufactured housing certified by the Department of Housing and Urban Development as meeting all federal manufactured home construction and safety standards and approved by the zoning administrator as meeting all the "acceptable installation standards" and all "acceptable appearance standards" herein below.

- a. *Acceptable installation standards*

1. The home shall be permanently attached and installed on a permanent foundation with the manufacturer's installation specifications as approved by the U.S. Department of Housing and Urban Development.
2. The home shall be anchored to the ground in accordance with manufacturer's specifications.
3. All wheel, trailer tongue and hitch assemblies shall be removed upon installation.
4. The home shall meet all requirements for lot, yard, building and other requirements for the district in which it is located.
5. All stairs, porches, entrances, platforms and other means of entrance and exit to the home shall be installed and constructed in conformance to the Kentucky Building Code.

6. All utilities shall be permanently connected to a public utility system in accordance with all City Codes and all public health requirements governing plumbing installations.

b. *Acceptable appearance standards*

1. A poured concrete or masonry skirting wall shall be constructed beneath and along the entire perimeter of the manufactured home, including the perimeter of the front steps and front porch, even if the wall is not structurally required by manufactured installation specifications. Venting and access requirements shall be in accordance with the Kentucky Building Code.
 2. The home shall be a minimum width of twenty (20) feet as measured across the narrowest portion.
 3. The home shall be placed so that the main egress is parallel to the street. Main egress shall be considered the principal access for the home as constructed off site.
 4. The manufactured home shall either be oriented so that: 1) its long axis is parallel with the street; or 2) if the narrow dimension of the unit is located parallel to the street it shall be no less than fifty (50) percent of the unit's long dimension.
 5. The home shall have a minimum roof pitch of four (4) feet of rise for every twelve (12) feet of horizontal run. The roof shall be covered with material that is residential in appearance including, but not limited to, approved wood, asphalt composition shingles, standing seam metal, or fiberglass, but excluding corrugated aluminum, corrugated fiberglass or other metal roofs.
 6. Exterior siding cannot have a high-gloss finish and must be residential in appearance including, but not limited to, clapboards, simulated clapboards such as conventional vinyl or metal siding, wood shingles, "glossy" shakes, or similar material but excluding smooth, ribbed, or corrugated metal or plastic panels.
 7. An adequate guttering and roof drainage system shall be installed.
 8. The home shall have eaves with a minimum of six (6) inch overhang.
- (2) *Class B manufactured home*. Manufactured housing certified by the Department of Housing and Urban Development as meeting all federal manufactured home construction and safety standards and acceptable installation standards but not meeting all of the acceptable appearance standards described above.
- (3) *Class C manufactured home*. A manufactured/mobile home built before the HUD Code (1976) which is not certified by the Department of Housing and Urban Development as meeting all federal manufactured housing and safety standards and not meeting all of the acceptable installation standards and acceptable appearance standards described above. No class C manufactured homes will be permitted.
- (4) *Class D manufactured home*. A manufactured home having been issued a "class B2 seal", which means the home has been inspected and found not to be in compliance with applicable codes and is a salvage unit unfit for human habitation. No class D manufactured homes will be permitted.

Manufactured Housing Park. A unified development of two (2) or more manufactured housing sites, plots, or stands arranged on a large tract usually under single ownership, meeting

the area and yard requirements of this ordinance, and designed to accommodate manufactured housing, for more or less permanent duration, whether or not a charge is made for such accommodations, and includes any service building, structure, enclosure or other facility used as part of the manufactured housing park.

Marina. A dock or basin with moorings and supplies for yachts and small pleasure craft. A marina differs from a port in that a marina does not handle large passenger ships or commercial vessels.

Motor vehicle repair. General repair, engine rebuilding, rebuilding or reconditioning of motor vehicles; collision service such as body, frame or fender straightening and repair; overall painting, completely enclosed spray booth.

Motor vehicle wash establishments. A building, or portion thereof, the primary purpose of which is that of washing motor vehicles.

Nonconforming structures or uses. A structure or use of any premises which does not conform with applicable provisions of this ordinance, but which existed at the time of its designation as nonconforming by the adoption or amendment of this ordinance.

Nursery, trees and shrubs. An area or establishment devoted to the raising and care of trees, shrubs, or similar plant materials.

Off-street parking lot. A facility providing vehicular parking spaces, along with adequate drives and aisles for maneuvering, so as to provide access for entrance and exit for the parking of more than two (2) automobiles.

Open air business uses. Open air business uses shall include the following:

- (a) Retail sale of trees, shrubs, plants, flowers, seed, topsoil, humus, fertilizer, trellises, lawn furniture, playground equipment and other home garden supplies and equipment.
- (b) Retail sale of fruit and vegetables.
- (c) Tennis courts, archery courts, shuffleboard, horseshoe courts, miniature golf, golf driving ranges, children's amusement parks or similar recreational uses.
- (d) Bicycle, trailer, motor vehicle, boats or home equipment sales, service, rental services, farm and construction equipment.
- (e) Outdoor display and sale of garages, swimming pools, monuments, and similar uses.
- (f) Flea markets and similar open air displays.

Parking spaces. An area of not less than ten (10) feet wide by eighteen (18) feet long, for each automobile or motor vehicle, such space being exclusive of necessary drives, aisles, entrances or exits and being fully accessible for the storage or parking of permitted vehicles.

Person with a Disability: A person with a physical, emotional, or mental disability including but not limited to mental retardation, cerebral palsy, epilepsy, autism, deafness or hard of hearing, sight impairments, and orthopedic impairments, but not including convicted felons or

misdemeanants on probation or parole or receiving rehabilitation services as a result of their prior conviction, or mentally ill persons who have pled guilty but mentally ill to a crime or not guilty by reason of insanity to a crime. "Person with a disability" does not include persons with current, illegal use of or addiction to alcohol or any controlled substance as regulated under KRS 218 A.

Planned unit development (PUD). A land development project comprehensively planned as an entity via a unitary site plan which permits flexibility in building siting, mixtures of housing types and land uses, usable open spaces and the preservation of significant natural features.

Public Street. A publicly maintained thoroughfare providing the principal means of access to abutting property and listed on the city, county, state, or federal road system.

Recreational vehicle:

- (1) *Travel trailer* means a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreation or vacation.
- (2) *Pick-up coach* means a structure designed to be mounted on a truck for use as a temporary dwelling for travel, recreation or vacation.
- (3) *Motor home* means a portable temporary dwelling to be used for travel, recreation or vacation, constructed as an integral part of a self-propelled vehicle.
- (4) *Camping trailer* means a canvas or other collapsible folding structure, mounted on wheels and designed for travel, recreation or vacation use.
- (5) *Dependent recreational vehicle* means a recreational vehicle which does not have toilet, lavatory or bathing facilities.
- (6) *Self-contained recreational vehicle* means a recreational vehicle which can operate independent of connections to sewer, water and electric systems. It contains a water-flushed toilet, lavatory, shower or bath, [and] kitchen sink, all of which are connected to water-storage and sewage-holding tanks located within the recreational vehicle.

Residential care facility. A residence operated and maintained by a sponsoring private or governmental agency to provide services in a homelike setting for persons with disability .

Residential care services. Services include but are not limited to supervision, shelter, protection, rehabilitation, personal development and attendant care.

Rubbish. Means the miscellaneous waste materials resulting from housekeeping, mercantile enterprises, trades, manufacturing and offices, including other waste matter such as slag, stone, broken concrete, fly ash, ashes, tin cans, glass, scrap metal, rubber, paper, rags, chemicals or any similar or related combinations thereof.

Salvage. Refers to any motor vehicle, machine or appliance having sufficient value to justify its sale for repair or recovery of parts.

Setback. The required distance between every structure and any lot line on the lot on which it is located.

Setback, front. The minimum distance between the street right-of-way and the building line.

Service station. A building or structure designed or used for the retail sale or supply of fuels, lubricants, air, water and other operating commodities for motor vehicles, aircraft or boats, and including the customary space and facilities for the installation of such commodities on or in vehicles and including space for facilities for the temporary storage of vehicles, minor repair or servicing.

Shopping center. A group of three (3) adjoining or adjacent retail stores, and more than 20,000 sq. ft., or service establishments to be planned, constructed and developed as a single unit, and including any additional such stores or establishments subsequently adjoining or adjacent thereto.

Shooting range, indoors. A facility designed or used for shooting at targets with bows & arrows, rifles, pistols, or shotguns and which is completely enclosed within a building or structure for the purposes of target practice or temporary competitions.

Sign. Any fabricated sign or outdoor display structure including its structure, consisting of any letter, figure, character, mark, point, plane, marquee sign, design, poster, pictorial picture stroke, stripe, line, trademark, reading matter, or illuminating device, constructed, attached, erected, fastened, or manufactured in any manner whatsoever so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever, and displayed in any manner out of doors for recognized advertising purposes.

Site plan. A graphic plan drawn to scale for all proposed non-single family development or change of uses, or creation of new commercial or multi-family lots, which shows elements of site design in sufficient detail to depict the approved locations of buildings, accessory structures, parking areas, access points, open spaces, drainage facilities, utilities, yard dimensions, easements, screening, erosion control, flood zone boundaries, and all other information required by the enforcement officer or approving body.

Soil removal. Shall mean the removal of any kind of soil or earth matter which includes topsoil, sand, gravel, clay or other materials or any combination thereof, except common household gardening and general farm care.

Story. That part of a building comprised between a floor and the floor or roof next above which is not a basement or an attic.

- (a) *First story.* The lowermost story entirely above the grade plane.
- (b) *Mezzanine.* An intermediate level between the floor and the ceiling of any story, and covering not more than thirty-three (33) percent of the floor area of the room in which it is located.

Street. Any public or private vehicular way which affords the principal means of access to abutting property. The term shall include "road," "highway," or "thoroughfare." A public street is a street accepted according to the subdivision regulations and maintained by the governing body. A private street is not so accepted and maintained.

Structure. Anything constructed or erected, the use of which requires fixed location on the ground or attachment to something having a fixed location on the ground, including

buildings, radio towers, swimming pools, and walls or fences exceeding three and one-half (3½) feet in height, billboards, and poster panels; reference to buildings includes structures and vice versa.

Structural alteration. Any change in the supporting members of a building or structure, each as bearing walls or partitions, columns, beams or girders or any change in the width or number of exits, or any structural change in the roof.

Subdivision regulations. Regulations as adopted by the city for the subdivision of land.

Swimming pool. The term "swimming pool" shall mean any structure or container intended for swimming or bathing located either above or below grade designed to hold water to a depth greater than twenty-four (24) inches.

"Townhouse" means an attached, privately owned, single-family dwelling, which is designed and erected as an independent unit on a separate lot and separated from all other such units by a properly rated common party wall having no doors, windows, or other provisions for human passage or visibility. (See Article IV, Section 4.05)

Travel trailer. A vehicular portable structure built on a chassis, designed to be used as a temporary dwelling for travel and recreational purposes, with a body width not exceeding eight (8) feet and constructed in such a manner as will permit occupancy thereof as a dwelling or sleeping place for one or more persons. For the purposes of these regulations, the term includes recreational vehicle, pickup campers, camping trailers, and motorized homes (living facilities constructed as integral parts of self-propelled vehicles).

Truck gardening. Truck gardening is the use of land for growing edible vegetables, fruits, and other crops for resale and commercial purposes. Household gardening by a property owner for a hobby or purely local consumption by himself and his family residing on the same premises shall not be construed to be truck gardening.

Use. The purpose for which land or premises or a building thereon is designed, arranged, or intended, or for which it is occupied or maintained, let or leased.

Utility room. A room or space, located other than in the basement, specifically designed and constructed to house any home appliances (furnace, water heater, pump).

Variance. A departure from dimensional terms of the zoning regulation pertaining to the height, width, or location of structures, and the size of yards and open spaces where such departure meets the requirements of KRS 100.241 and 100.247.

"Vehicular Use Area" (VUA) is any area used by vehicles of any type, whether moving or at rest, including but not limited to parking lots or areas, loading and unloading areas, mobile home yards, sales and service areas, and driveways.

Yard. An open space on the same lot with a building, unoccupied and unobstructed from the ground upward, except as otherwise provided herein. The measurement of a yard is the minimum horizontal distance between the lot line and the building or structure.

- (a) *Side yard.* A yard between the side line of the lot and the nearest line of the principal building and extending from the front yard to the rear yard, or in the absence of either such yard, to the front and rear lot lines, as the case may be; except that on a corner lot, the side yard adjacent to a street shall extend the full depth of the lot.
- (b) *Front yard.* A yard extending the full width of the lot; the depth of which is the horizontal distance between the front lot line and the nearest line of the principal building on the lot.
- (c) *Rear yard.* A yard extending the full width of the lot, the depth of which is the horizontal distance between the rear lot line and the rear line or lines of the principal building of the lot.

(Ord. No. 8-85, 3-12-85; Ord. No. 67-88, 1-10-89; Ord. No. 17-89, § 1, 8-8-89; Ord. No. 18-19, § 1, 5-14-91; Ord. No. 23-92, § 1, 7-14-92; Ord. No. 29-94, § I, 6-14-94; Ord. No. 11-02, 5-13-02; Ord. No. 06-03, 4-8-03; Ord. No. 18-11, 7-12-11; Ord. No. 23-11, 8-9-11)

ARTICLE XXI. H-C, HIGHWAY COMMERCIAL DISTRICT

Sec. 21.01. Statement of purpose.

This district is established to provide areas for commercial uses which are mainly oriented to vehicular traffic.

Sec. 21.02. Permitted uses.

In all H-C districts, no building or land, except as otherwise provided in this ordinance, shall be erected or used except for the following specified uses:

- (a) Any use permitted in the general business districts.
- (b) Animal hospital or veterinary clinic, provided that any such purpose, including pens, or exercise runways shall be at least two hundred (200) feet from any residential district.
- (c) Commercial greenhouses and plant nurseries, including offices and sales yards, provided that no building for any heating plant, ventilation flue or other opening except stationary windows be located within fifty (50) feet of any residential district.
- (d) Drive-in eating and drinking establishments and branch drive-in banks.
- (e) Farm implement or contractor's equipment display, hire or sales establishment, service and repair shops.
- (f) Mobile home and trailer sales lot.
- (g) Drive-in theaters.
- (h) Truck Stop.
- (i) Ice storage and vending.
- (j) Motels/Hotels.
- (k) Automobile service stations.
- (l) Restaurants.
- (m) Building supplies.
- (n) New and used automobile and truck sales.
- (o) Drinking establishments or package liquor stores.
- (p) Accessory uses permitted. Accessory uses or buildings customarily incidental to the above permitted uses provided all general and special requirements for principal buildings are met.
- (q) Consumer fireworks, retail sales, storage, and related supplies in accordance with requirements of an ordinance relating to fireworks adopted by the city, and in accordance with the National Fire Protection Association (NFPA 1124).

(Ord. No. 18-11, 7-12-11)

Sec. 21.03. Conditional uses.

- (a) Any uses not allowed above, which are of the same general character as the above permitted uses, which will not be detrimental to the district in which they are located, and which will not be objectionable by reason of odors, dust, smoke, cinders, gas fumes, noise, vibrations and refuse matter are eligible for a conditional use permit. The procedure in Section 4.03 shall be followed.
- (b) Shopping centers in conformance with Section 4.39 of these regulations. Shopping centers shall be permitted as conditional uses only in central business and highway commercial districts according to the following conditions.
- (c) Allow multiple uses (businesses), but no more than three (3), may be allowed in the same structure (building) with a conditional use permit.
- (d) Shooting Range, Indoors (must meet all Federal, State, and local regulations).

(Ord. No. 26-03, 10-14-03)

Section 21.04. General requirements.

- (a) A permanent landscaped buffer of evergreen plant material or a solid wall or fence or other suitable enclosure of a commercial land abutting a residential district.
- (b) There shall be no outdoor storage of merchandise or materials and no outdoor processing in any commercial district unless authorized as a conditional use. All aboveground structures accessory to any outdoor use shall be located a minimum of twenty-five (25) feet from any front lot lines.
- (c) All commercial districts located on lots adjacent to a residential district shall maintain a minimum setback of twenty-five (25) feet on the side adjacent to the residential district for all buildings and appurtenant facilities as a buffer.
- (d) All signs and outdoor advertising displays are subject to the provisions established in Article X.

(Ord. No. 4-96, 2-13-96)

Section 21.05. Area, height, bulk and placement requirements.

(See attached Schedule of Regulations, Article XXVII.)

ARTICLE XXIII. M-1, LIGHT INDUSTRIAL DISTRICT

Section 23.01. Statement of purpose.

The intent of this article is to permit certain industries that are of a light manufacturing character, including but not limited to light manufacturing and processing, research and development, certain office uses, and warehousing, to locate in planned areas of the city. So that such uses may be integrated with land use, such as commercial and residential areas, limitations are placed upon the degree of noise, smoke, glare, waste, and other features of industrial operations so as to avoid adverse effects. It is further intended that these light industrial uses act as a transition between heavier industrial uses and nonindustrial uses and not necessarily require railroad access or major utility facilities.

(Ord. No. 14-00, § 1, 5-23-00)

Section 23.02. Permitted uses.

Accessory uses and buildings that are subordinate, customary and incidental to the permitted primary uses. Any accessory structure shall meet site and other requirements of this zone.

- (1) Assembly of finished or semi-finished materials.
- (2) Bakeries.
- (3) Book binding.
- (4) Bottling works.
- (5) Building material sales yards.
- (6) Cabinet making.
- (7) Confectionery.
- (8) Contractor's office and accessory storage yards including the storage of general construction equipment.
- (9) Commercial/Industrial Dry cleaning.
- (10) Greenhouses, wholesale.
- (11) Ice plants.
- (12) Laboratories.
- (13) Laundries, commercial.
- (14) Manufacturing of precision instruments, bicycles, business machines, brooms and brushes, cameras and photo equipment, ceramic products, clothing, condensed and powdered milk products, electronics, small appliances, film, furniture, hemp and jute products, jewelry, medical appliances, musical instruments, optical goods, and pharmaceutical products.
- (15) Metal fabrication and assembly.

- (16) Millwork and woodworking.
- (17) Office uses resulting from information processing, industrial training, engineering, drafting or graphic arts service and computer hardware or software development.
- (18) Plastic molding. (19)
Plating, electrolytic. (20)
Printing or publishing.
- (21) Recycling collection facility.
- (22) Retail sale of any commodity designed and manufactured in in this zone.
- (23) Storage facilities and warehousing, including self-storage facilities.
- (24) Tool gauge and machine shops.
- (25) Truck Stop and Truck Terminal.
- (26) Consumer fireworks, retail sales, storage, and related supplies in accordance with requirements of an ordinance relating to fireworks adopted by the city, and in accordance with the National Fire Protection Association (NFPA 1124).

(Ord. No. 20-96, 4-9-96; Ord. No. 14-00, § 1, 5-23-00; Ord. No. 18-11, 7-12-11)

Section 23.03. Conditional uses.

Other industrial uses not listed above shall be considered conditional uses and will require the approval of the board of zoning adjustment:

- (1) Gasoline, oil, alcohol, or liquefied petroleum storage aboveground in excess of five-hundred (500) gallons.
- (2) Animal hospitals.
- (3) Animal kennels.
- (4) Child care centers.
- (5) Medical hospitals and medical institutions.
- (6) Private education institutions.
- (7) Crematoriums
- (8) Shooting Range, Indoors (must meet all Federal, State, and local regulations).

(Ord. No. 14-00, § 1, 5-23-00)

Section 23.04. Area, height, bulk and placement regulations.

(See attached Schedule of Regulations, Article XXVII.)

ARTICLE XXIV. M-2, HEAVY INDUSTRIAL DISTRICT

Section 24.01. Purpose and findings.

Purpose and findings for regulation of heavy commercial and industrial uses. The intent of this regulation is to provide for the development in desirable areas of the city, based upon the comprehensive plan, of those heavy commercial and industrial establishments which may create some nuisance and which are not properly associated with or compatible with any of the development proposed for the other land use districts. These uses are primarily of a manufacturing, assembling, and fabricating nature requiring good access by road, railroad, and/or river or water access and needing special sites or public utility services. Reasonable regulations apply to uses in this district, so as to permit the location of industries which will not cause adverse effects on residential and commercial areas.

Purpose and findings for regulation of sexually oriented businesses. It is the purpose of these provisions to regulate sexually oriented businesses in order to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of sexually oriented businesses within the city. These regulations have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent of these regulations to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of these regulations to condone or legitimize the distribution of obscene material.

Based on evidence concerning the adverse secondary effects of adult uses as set forth in reports made available to the Board of Commissioners, and on findings incorporated in the cases of *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 426 U.S. 50 (1976); *FW/PBS, Inc., v. City of Dallas*, 493 U.S. 215 (1990); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *City of Erie v. Pap's A.M.*, 120 S. Ct. 1382 (2000); and on studies in other communities including, but not limited to: Dallas, Texas; Town and Village of Ellicottville, New York; Tucson, Arizona; St. Mary's, Georgia; St. Croix County, Wisconsin; Newport News, Virginia; and Garden Grove, California; and also on findings from the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses (June 6, 1989, State of Minnesota), the Board of Commissioners finds:

- (1) There is convincing documented evidence, including statistics and studies performed in a substantial number of communities concerning the serious objectionable characteristics and secondary effects of sexually oriented businesses in other jurisdictions;
- (2) There is substantial evidence that an increase in crime tends to accompany, concentrate around, and be aggravated by sexually oriented businesses, including but not limited to increase in the crimes related to prostitution, sale and possession of controlled substances and violence against persons and property;
- (3) There are unique harmful effects on children and minors exposed to the effects of sexually oriented businesses, including but not limited to, the deterioration of respect for family values, exposure to images and acts for which they are too young

or immature to fully understand, and the possibility that such children or minors could inadvertently become targets or otherwise victims of solicitations of a sexual nature for which they are too young or immature to understand or otherwise take appropriate measure to protect themselves;

(4) Sexually oriented businesses adversely impact property values and the character of the surrounding neighborhoods and business areas, which together have a deleterious effect on the health and welfare of the community;

(5) Sexually oriented businesses have both a real and a perceived negative impact on surrounding properties, including crime rates that are higher and property values that are lower. Their presence influences the public's perception of the neighborhood in which they are located, and can create "dead zones" in commercial areas where shoppers do not want to be associated in any way with sexually oriented businesses, nor have their children walk by such uses.

(6) The findings noted in subsections (1) through (5) raise substantial governmental concerns; and

(7) The general welfare, health, morals, and safety of the citizens of the city will be promoted by these regulations.

(Ord. No. 29-02, § 2, 8-27-02)

Section 24.02. Permitted uses.

In all M-2 districts, no building or land, except as otherwise provided in this ordinance, shall be erected or used except for the following specified uses:

(a) Any use permitted in the light industrial district.

(b) Manufacturing, fabrication and/or processing of any commodity.

(c) Accessory buildings and uses. Garages and other buildings and uses accessory to the principal use.

(d) Sexually oriented business. For purposes of this section, "sexually oriented business" means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, seminude model studio, sexual encounter center, or any other sexually oriented business as regulated under chapter 2.5 of the Code of Ordinances.

(Ord. No. 29-02, § 3, 8-27-02)

Section 24.03. Conditional uses.

The following shall require a conditional use permit according to the procedure in Section 4.03: Any use not in conflict with any other ordinances of the city, provided however, that the following uses shall be considered conditional uses and require approval by the board of zoning adjustment: bag cleaning, boiler works, crematoriums, tank works, central mixing plant for cement, mortar, plaster or paving materials, coke oven, curing, tanning and storage of raw hides and skins, distillation of bones, coal, wood or tar, fat rendering, forge plant, foundry or metal fabrication plant, gasoline or oil storage aboveground in excess of five hundred (500)

gallons, slaughterhouse or stockyards, recycling processing facility, public or private landfills and sewerage disposal plant, river terminal/barge facility, smelting plant, and the manufacturing of acetylene, acid, alcohol, or alcoholic beverages, ammonia, bleaching powder, chemicals, brick, pottery, terra cotta or tile, candles, disinfectants, dyestuffs, fertilizers, illuminating or heating gas, (or storage of same), linseed oil, paint, oil, turpentine, varnish, soap and tar products, synthetic fuel production or operation, **shooting range, indoors (must meet all Federal, State, and local regulations)**, or any other use which in the opinion of the board of zoning adjustment would emit detrimental or obnoxious noise, vibrations, smoke, odors, dust or other objectionable conditions beyond the confines of its property. The board may grant approval if it determines that the proposed use would not extend its detrimental or obnoxious effects beyond the limits of the heavy industrial district in which it is located. (Ord. No. 14-00, § 2, 5-23-00)

Section 24.04. Area, height, bulk and placement regulations.

(See attached Schedule of Regulations, Article XXVII.)

Section 24.05. General requirements for sexually oriented businesses.

- (a) A sexually oriented business shall not be located within one thousand two hundred fifty (1,250) feet of:
- (1) A church, synagogue, mosque, temple, or building that is used primarily for religious worship and related religious activities;
 - (2) A public or private educational facility including, but not limited to, child day care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, and universities. "School" includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school;
 - (3) A boundary of a residential district (R-1, R-2, R-3, R-4, R-5, PUD, R-MH, R-O) or any other residential district hereinafter established as defined in the City of Henderson Zoning Ordinance;
 - (4) A public park or recreational area which has been designated for park or recreational activities including, but not limited to, park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, pedestrian/ bicycle paths, wilderness areas, or other similar public land within the city which is under the control, operation, or management of the City of Henderson;
 - (5) The property line of a lot devoted to a residential use, whether such use is conforming or nonconforming to the zoning district in which it is located;
 - (6) Any premises licensed pursuant to the alcoholic beverage control regulations of the state.
- (b) A sexually oriented business shall not be located within seven hundred fifty (750) feet of another sexually oriented business.

- (c) Not more than one (1) sexually oriented business shall be located in the same building or structure containing another sexually oriented business.
- (d) For the purpose of subsection (a) of this section, measurement shall be made in a straight line, without regard to the intervening structures or objects, from the nearest portion of the building or structure used as the part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a use listed in subsection (a). The presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this section.
- (e) For purposes of this subsection (b) of this section, the distance between any two (2) sexually oriented businesses shall be measured in a straight line, without regard to the intervening structures or objects or political boundaries, from the closest exterior wall of the structure in which each business is located.
- (f) A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business license, of a use listed in subsection (a) of this section within one thousand two hundred fifty (1,250) feet of the sexually oriented business. This provision applies only to the renewal of a valid license, and does not apply when an application is made for a license after the applicant's previous license has expired or been revoked.

(Ord. No. 29-02, § 4, 8-27-02)

ARTICLE XXV. AG, AGRICULTURE DISTRICT

Section 25.01. Statement of purpose.

This district is intended to classify the land situated on the fringe of the urban area that is used for agricultural purposes, but will be undergoing urbanization in the future. Many tracts in this district should not be detrimental to urban land uses. It is not intended that this district provide a location for a lower standard of residential, commercial or industrial development than is authorized in other districts. The types of uses, area and intensity of use of land which is authorized in this district is designed to encourage and protect agricultural uses until urbanization is warranted and the appropriate change in district classification is made.

"Agricultural use" means the use of a tract of at least ten (10) contiguous acres for the production of agricultural or horticultural crops, including but not limited to livestock, livestock products, poultry, poultry products, grain, hay, pastures, soybeans, tobacco, timber, orchard fruits, vegetables, flowers or ornamental plants, including provision for dwellings for persons and their families who are engaged in the above agricultural use on the tract, but not including residential building development for sale or lease to the public.

Sec. 25.02. Permitted uses.

- (a) Churches.
- (b) Nonprofit public and private organizations.
- (c) Farm buildings.
- (d) Farm, including livestock, pork and poultry raising, dairying, horticulture and other similar bona fide agriculture endeavors or use of land. Pens or structures for farm animals of a new farm operation shall not be located closer than two hundred (200) feet to any residential, commercial, or industrial structure.
- (e) Greenhouses and nurseries, both wholesale and retail.
- (f) Home occupations.
- (g) Horse stables and riding schools/academies.
- (h) Libraries, parks and other recreational facilities.
- (i) Monastery, convent or other religious community.
- (j) Public, parochial and private schools designed for children of elementary school, junior high school and senior high school age.
- (k) Temporary assembly, for periods not exceeding thirty (30) days and subject to the building and electrical codes of the governing body and regulations of the Henderson County Public Health Department.
- (l) Veterinary clinics and hospitals, commercial dog kennels, provided that any structure or area used for such purpose, including pens or exercise runways, shall be at least four hundred (400) feet from any residential district.
- (m) Golf courses or country clubs.

- (n) Oil well or gas wells including the drilling thereof.
- (o) Storage of oil or gas drilling equipment necessary for that lease.
- (p) Selling on the premises of agricultural products produced on the premises; provided that the roadside stand should be considered temporary and shall be set back from the road right-of-way at least fifty (50) feet to permit parking, ingress and egress and shall not be constructed in such a location as to create an undue traffic hazard.
- (q) Single-family dwellings occupied by the owner or operator of the farm and such additional single family dwellings as are necessary for occupancy by the farm operation.
- (r) Accessory
uses. (s)
Winery/Vineyards

Sec. 25.03. Conditional uses.

- (a) Airports or landing
fields. (b) Cemeteries.
- (c) Public or private landfills and sewerage disposal
plant. (d) Hospitals and sanitariums.
- (e) Wireless transmitting and receiving stations, radio and television towers.
- (f) Retail sales of farm machinery and farm supplies (seed, fertilizer, herbicides, etc.), on lands for which the principal use is agriculture.
- (g) Commercial outdoor recreational facilities (example, pay lake, campground).
- (h) Public utility buildings, telephone exchange buildings, electric transformer (sub) stations and gas regulator stations which are considered by the county board of zoning adjustment to be necessary for the provision of essential services by governmental agencies or public utilities.
- (i) Shooting Range, Indoors (must meet all Federal, State, and local regulations).

Sec. 25.04. Exceptions.

Land which is used solely for agricultural, farming, dairying, livestock raising, or similar purposes shall have no regulations imposed as to building permits, certificate of occupancy, height, yard, location, or courts' requirements for agricultural buildings, including and limited to one manufactured housing unit used as a dwelling except that:

- (a) Setback lines may be required for the protection of existing and proposed streets and highways.

(b) All buildings or structures in a designated floodway which tend to increase flood heights or obstruct the flow of floodwaters may be fully regulated.

(Ord. No. 11-02, 5-13-02)

Sec. 25.05. Area, height, bulk and placement regulations. (See attached Schedule of Regulations, Article XXVII.)

City of Henderson, Kentucky

25)	Stadiums and sports arenas	1	Four (4) seats or seven (7) feet of benches
26)	Tourist home, motel	1	Guest bedroom
27)	Automobile service stations	4	Each station plus one additional space for each gasoline pump above three (3)
28)	Service garages, auto sales-rooms, auto repair, collision or body shops	1	Eight hundred (800) square feet of usable floor area plus one space for each two (2) employees computed on the basis of the maximum number of employees on duty at any one time, plus two (2) spaces for each stall in a collision, body or painting shop, plus one space for each stall or service area or wash rack in a servicing or repair shop
29)	Bed and breakfast inn	-	One off-street parking space must be provided for each guest room on-site, or within a reasonable distance off-site, except where it is demonstrated to the board of zoning adjustment, as part of the conditional use permit, that parking is available on-street.
30)	Theaters, exhibition halls, auditoriums, and places of public assembly with fixed seats	1	Four (4) seats, based on maximum seating capacity, plus one (1) additional parking space for each two (2) employees on shift of largest employment
31)	Theaters, exhibition halls, auditoriums, and places of public assembly without fixed seats	1	One hundred (100) square feet of usable floor space in main auditorium or assembly area, or one (1) space per four (4) people in designed capacity of building, whichever is greater, plus one (1) additional parking space for each two (2) employees on shift of largest employment
32)	Multiscreen cinemas	1	Five (5) seats, based on maximum seating capacity
33)	Daycares	1	One (1) per employee; one (1) space for every ten (10) children
34)	Shopping Center Parking Requirements		Look at Section 4.39 Shopping Centers
35)	Shooting Range, Indoors <i>(added 6-07-16)</i>	2	Shooting Range, plus required parking for any assembly space attached to a Shooting Range

Updated 6-07-2016

**City Commission Memorandum
16-149**

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager 
SUBJECT: Ordinance Relating to Alcoholic Beverages

An item for the agenda of Tuesday, June 28, 2016 is first reading of an ordinance amending Chapter 4, Alcoholic Beverages, Sec. 4-35, Fees, of the City's Code of Ordinances.

The accompanying memorandum from City Attorney Dawn S. Kelsey explains that Senate Bill 11 was passed by the General Assembly and signed by the Governor into law in April 2016. Senate Bill 11 made several changes to the Alcohol Beverage law regarding the licenses that a City may grant as well as the expiration date of the City licenses. In order to come into compliance with Senate Bill 11, subsections (b)(2), (b)(6) and (f) should be amended.

Your approval of the attached ordinance is requested.

c: Dawn Kelsey
Chip Stauffer
David Piller

LEGAL DEPARTMENT

MEMORANDUM 16-06

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

From: Dawn S. Kelsey, City Attorney 

Dated: June 21, 2016

Subject: Amending Ordinance 4-35 – ABC License Fees

In April 2016, the General Assembly passed and the Governor signed Senate Bill 11 into law. Senate Bill 11 made several changes to the Alcohol Beverage law. One of the changes is to KRS 243.070 regarding the licenses that a City may grant as well as the expiration date of the City licenses. This change to KRS 243.070 necessitated an update to our corresponding ordinance 4-35.

Senate Bill 11 created two classes of rectifier license whereas before there was only one class. So, in subsection (b) (2), the Ordinance was update to show both Class A and Class B rectifier licenses. (Currently, Henderson has no rectifier licenses issued.) There was also a change to allow a special temporary alcoholic auction license. This update license is grouped with our other special temporary license in subsection (b)(6). Finally, Senate Bill 11 requires that an entities' city ABC license expire at the same time as its corresponding state ABC license. Consequently, to come into compliance with Senate Bill 11, subsection (f) of the Ordinance adopts the statute's language on expiration.

cc: Chief Charles Stauffer
Major David Piller

ORDINANCE NO. _____

ORDINANCE RELATING TO ALCOHOLIC BEVERAGES

SUMMARY: AN ORDINANCE AMENDING CHAPTER 4, *ALCOHOLIC BEVERAGES*, SEC. 4-35, *FEES*, OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

BE IT ORDAINED by the City of Henderson, Kentucky, that Chapter 4, *Alcoholic Beverages*, Sec. 4-35, *Fees*, of the City's Code of Ordinances, is hereby amended as follows:

Sec. 4-35. Fees.

- (a) No license under the provisions of this article shall be issued until there has been paid to the city the license fee herein provided. For the privilege of causing, permitting and engaging in the actions, business and transaction authorized thereby in regard to traffic in alcoholic beverages in the city pursuant to the authority of KRS 243.070, there is hereby established a corresponding city license for each of the state licenses described in KRS 243.070.
- (b) The following alcoholic beverage licenses may be issued by the city and the fees for each shall be as follows:
 - (1) Distiller's license, per annum\$315.00
 - (2) Rectifier's license (Class A or Class B), per annum105.00
 - (3) Wholesaler's distilled spirits and wine license, per annum525.00
 - (4) Quota retail package license, per annum315.00
 - (5) Quota retail drink license per annum315.00
 - (6) Special temporary license or a special temporary alcoholic beverage auction license, per event50.00
 - (7) Nonquota type 1 retail drink license (includes distilled spirits, wine, and malt beverages), per annum1,000.00
 - (8) Nonquota type 2 retail drink license (includes distilled spirits, wine, and malt beverages), per annum400.00
 - (9) Nonquota type 3 retail drink license (includes distilled spirits, wine, and malt beverages), per annum250.00
 - (10) Distilled spirits and wine special temporary auction license, per event200.00
 - (11) Special Sunday retail drink license, per annum300.00
 - (12) Extended hours supplemental license, per annumNo charge
 - (13) Caterer's license, per annum300.00

(14) Bottling house or bottling house storage license, per annum500.00

(15) Malt beverage licenses as follows:

a. Brewer's license, per annum365.00

b. Microbrewery license, per annum365.00

c. Malt beverage distributor's license, per annum315.00

d. Nonquota retail malt beverage package license, per annum105.00

e. Nonquota type 4 retail malt beverage drink license, per annum105.00

f. Malt beverage brew-on-premises license, per annum100.00

(16) The fee for each of the first five (5) supplemental bar licenses shall be the same as the fee for the primary drink license. There shall be no charge for each supplemental license issued in excess of five (5) to the same licensee at the same premises.

(17) The holder of a nonquota retail malt beverage package license may obtain a nonquota type 4 malt beverage drink license for a fee of fifty dollars (\$50.00). The holder of a nonquota type 4 malt beverage drink license may obtain a nonquota retail malt beverage package license for a fee of fifty dollars (\$50.00).

(c) All license fees from licenses issued under this article shall be collected and paid into the general fund of the city for use for the general operating expenses of the city.

(d) When any applicant applies for a license under the provisions of this article to commence business after the thirty-first of January of any year, such applicant shall be charged, if the license is issued, an amount equal to as many twelfths of the annual license fee as there are calendar months remaining in the license year, including the month within the license is granted; provided, however, that no fractional fee shall be permitted where the applicant has actually been doing business under a similar license during the last month of the preceding license period.

(e) If any license issued hereto shall be revoked or cancelled for any reason, the licensee shall not be entitled to a refund of any portion of the license fee.

(f) ~~[Upon adoption of this ordinance [from which this section derives], the ABC administrator shall issue updated licenses to all current license holders, at no additional charge. These updated licenses shall expire on June 30, 2014. Upon application by these current license holders for their 2014 licenses, the ABC administrator, within his/her discretion, will renew licenses on July 1, 2014, at a prorated fee. These renewal licenses will expire on January 31, 2015. All other license applicants will be issued as provided by Section 4-45.]~~ Except for special event licenses, temporary licenses or license to alcoholic beverage producers, wholesalers, or distributors, all licenses issued after January 1, 2017 by the City ABC Administrator shall be valid for no more than a year and shall be renewable upon the date established by the Kentucky Department of Alcohol Beverage Control for the expiration of state licenses issued for the premise. During the first year following the effective date of this Ordinance, if the new date for renewal for the licensee does not occur on the date established by the licensee's state license, the City ABC

Administrator shall either (1) prorate the cost of the renewed license by proportionally reducing the cost of the renewed license if the new date for the renewal occurs prior to the expiration of a previous license or (2) prove a prorated provisional local license to cover any period of time between the expiration of the previous license and the new date for renewal if the new date for renewal occurs after the expiration of the licensee's previous license.

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 _____, 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 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.

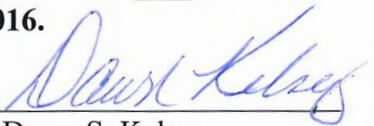
ATTEST:

Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-150

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Public Improvements Acceptance—Gardenside Commercial Subdivision
Lots 13 - 25

An item for the agenda of Tuesday, June 28, 2016, is first reading of an ordinance accepting public improvements for Gardenside Commercial Subdivision Lots 13 - 25.

Included in this acceptance are sidewalk improvements including 2,180 lineal feet of 6 foot wide concrete sidewalks.

The improvements have been built to city subdivision standards; have been inspected and approved by Engineering; and are recommended for acceptance by the Henderson-Henderson County Planning Commission at its meeting of June 7, 2016.

Your approval of the attached ordinance is requested.

c: Brian Bishop, Planning Director
Dawn Kelsey
Doug Boom



Planning the Future

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

Brian Bishop
Executive Director

June 21, 2016

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

RE: Acceptance of sidewalks for Gardenside Commercial Subdivision Lots 13-25 located at Stadium Drive, Henderson, Ky.

Dear Mayor and Commissioners:

Please be advised Tuesday, June 7, 2016 the Henderson City-County Planning Commission took official action to recommend acceptance of the following:

Gardenside Commercial Subdivision Lots 13-25

Sidewalks

Stadium Drive- 2,180 Lineal feet of 6' wide concrete sidewalks.

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

Respectfully submitted,

Brian Bishop
Executive Director

HENDERSON CITY-COUNTY
PLANNING COMMISSION

Attachment

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

ORDINANCE NO. _____

ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS

SUMMARY: AN ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS FOR PROPERTY LOCATED AT STADIUM DRIVE KNOWN AS GARDENSIDE COMMERCIAL SUBDIVISION LOTS 13-25

WHEREAS, at a meeting of the Henderson City-County Planning Commission held on June 7, 2016 it was recommended that certain public improvements for property located at Stadium Drive known as Gardenside Commercial Subdivision Lots 13-25 in the City of Henderson be accepted; and

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

NOW, THEREFORE, BE IT ORDAINED by the City of Henderson, Kentucky, that the City hereby accepts certain public improvements for property located at Stadium Drive known as Gardenside Commercial Subdivision Lots 13-25, which is generally depicted on the attached plat marked Exhibit "A", and consists of the following:

Gardenside Commercial Subdivision Lots 13-25

Sidewalks

Stadium Drive-2,180 Lineal Feet of 6' wide concrete sidewalks

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 _____, 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 _____

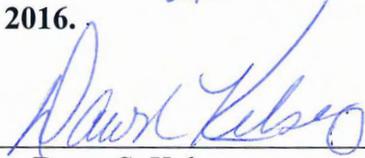
WHEREUPON, Mayor Austin declared the ordinance adopted, affixed his signature and the date and ordered that it be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-135**

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Supplemental Health Insurance – Civil Service Pension Retirees

The accompanying resolution approves reimbursing supplemental health insurance premiums up to \$239.00 per month, to eligible Civil Service Pension retirees and those eligible 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.

The Board of Trustees of the City of Henderson Civil Service 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 ELIGIBLE CITY OF HENDERSON
CIVIL SERVICE PENSION RETIREES AND THOSE ELIGIBLE
SPOUSES WHO ARE ENTITLED TO OR ARE RECEIVING
MEDICARE BENEFITS

WHEREAS, retirees of the Civil Service pension system and those spouses of members who died in service who receive death benefits, who are entitled to or are receiving Medicare benefits, shall be entitled to a sum set annually by the Board of Commissioners from the pension fund, on a reimbursement basis, for the purpose of supplemental health insurance; provided, that the payment of such monthly sums for the purchase of supplemental health insurance will not jeopardize the ability of the pension fund to pay other existing retirement and survivor benefits; and

WHEREAS, the Civil Service Pension Board recommends to the Board of Commissioners that a payment of up to \$239 per month for supplemental health insurance to the retirees of the Civil Service pension plan on a reimbursement basis be approved, and that the payment of such monthly sums for the purchase of supplemental health insurance will not jeopardize the ability of the pension fund to pay other existing retirement and survivor benefits.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the Civil Service Pension Board 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 pension fund and those eligible 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 Hite _____
Commissioner Mills _____ Mayor Austin _____
Commissioner Johnston _____

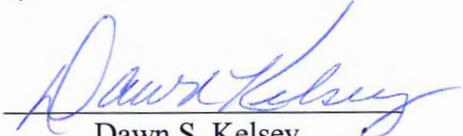
WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

Steve Austin, Mayor
Date: _____

ATTEST:

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-140

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Wastewater Service – Finley Addition

The accompanying resolution authorizes the extension of sewer service outside the City limits to the attached list of property owners and locations.

A request has been made by property owners seeking wastewater service to serve properties located in the Finley Addition. The Henderson Water & Sewer Commission, at its meeting of June 20, 2016, approved to extend wastewater service to the properties.

As required by code, the provision of utility service outside the City limits is conditioned on the execution of an agreement to consent to annexation and the execution of a deed restriction not to oppose annexation if such is pursued by the City in the future. The executed agreements will be provided upon your approval of this matter.

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

Your approval of the attached resolution is requested.

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

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

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

TOM WILLIAMS, P.E.
GENERAL MANAGER

Date: 21 June 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



Subject: Finley Addition Sewer Project

At its meeting on 20 June, the Water and Sewer Commission passed a Resolution granting approval for provision of wastewater service to 27 properties currently located outside the City Limits; a copy of that resolution is attached. These properties are in the area being served by the Finley Addition Project, an extension of sewers into an area outside the City Limits that is being funded by Henderson County Fiscal Court. City Code requires approval of the connections by both the Water and Sewer Commission and the City Board of Commissioners, prior to hooking any of these properties up to the wastewater system.

All the property owners listed in the Resolution have signed "Consent to Annexation" forms, along with the required "Restrictive Covenant Not to Oppose Annexation", as specified by Chapter 23-98 (e) of the City Code of Ordinances. The Restrictive Covenants have a term of twenty (20) years, and will be recorded in the County Clerk's office to provide notice to potential future owners. Upon your approval of this matter, we will transmit all the required paperwork to the City.

We are continuing to attempt to sign up additional customers in that project area, and will bring those back to our Board and the City Commission for approval. Upon completion of this process, City Staff may be bringing a recommendation on annexation of the area in question.

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).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXTENSION OF SEWER SERVICE OUTSIDE CITY LIMITS TO PROPERTIES LOCATED IN THE SUBDIVISION KNOWN AS THE FINLEY ADDITION

WHEREAS, the City of Henderson has received requests from owners of properties known as the Finley Addition located near Highway 41 Alternate in Henderson County, for the extension of City sewer service to properties which are located outside the City's corporate limits; and

WHEREAS, the Henderson Water Commissioners at its June 20, 2016 Board meeting approved Resolution 2016-16 (attached hereto as Exhibit A) recommending to the City Board of Commissioners that it approve the extension of sewer service to the properties shown in Exhibit A;

WHEREAS, the extension of sewer service to these properties is being provided as part of the Finley Addition Sewer project funded by Henderson County Fiscal Court, using State grant funds; and

WHEREAS, all property owners listed in the attached Resolution have signed Consent to Annexation and Restrictive Covenant Not to Oppose Annexation forms which will be recorded in the Henderson County Clerk's office; and

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

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that approval is hereby given for the extension of sanitary sewer service for properties located in the Finley Addition (located near Highway 41 A in Henderson County) and listed in the attached Exhibit "A".

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

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

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

ATTEST:

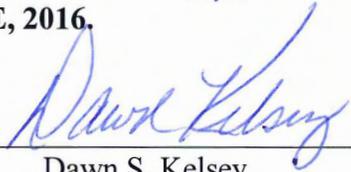
Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

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

By: _____



Dawn S. Kelsey
City Attorney

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

**Resolution No. 2016-16
Approval of Requests for Wastewater Service
Outside the City Limits in Finley Addition**

The following Resolution was duly adopted by the Board of Commissioners of the Henderson Water & Sewer Commission at a regular meeting held on Monday, 20 June 2016, at which meeting a quorum was present.

BE IT RESOLVED, that the Henderson Water and Sewer Commission by and through its Board of Commissioners under the authority granted to the Board of Commissioners under Chapter 23 Article II Division 3 Sections 23-36 through 23-45.1 of the City Code of Ordinances hereby recommends to the Board of Commissioners of the City of Henderson, Kentucky, that the City of Henderson grant **Requests for Wastewater Service Outside the City Limits** from the following property owners:

<i>PVA Parcel Number</i>	<i>Address</i>	<i>Owner Name</i>
45B-15	664 Hwy 41 A	Alan E. & Barbara Holeman
46-100.1	608 US Hwy 41A	Pea Ridge Waste Management (now Stinson Group LLC)
46-131	3649 Hwy 41 A	Patricia Corbell Philips
46B-60	670 Hwy 41 A	D. E. & Lillian F. Hout
46F-1	1999 Springfield Drive	Lisa Thompson Meyer
46F-2	1993 Springfield Drive	Joe Middleton, Jr. and Betty Middleton
46F-3	1987 Springfield Drive	Donald E. Shelton, Sr., and Jeanie M. Shelton
46F-4	1981 Springfield Drive	Chastity D. Hobbs
46F-6	1969 Springfield Drive	Randy D. and Karen R. Waddell
46F-9	1951 Springfield Drive	Patricia Girten
46F-13	1954 Springfield Drive	Corbell-Bryant, Inc.
46F-14	1956 Springfield Drive	Gladys L. Cox
46F-15	1962 Springfield Drive	Heather L. Townsend
46F-17	601 Winchester Street	Derna Jean Gilles & Lorante Simeon
46F-18	607 Winchester Street	Lisa K. Morris
46F-19	613 Winchester Street	Richard Blake Frederick
46F-20	619 Winchester Street	Corbell-Bryant, Inc.
46F-21	626 Winchester Street	Matthew M. O'Malley
46F-22	620 Winchester Street	Matthew M. O'Malley

PVA Parcel Number	Address	Owner Name
46F-23	614 Winchester Street	Robert Adam Schwartz
46F-24	608 Winchester Street	James S. and Julie Coffman
46F-25	602 Winchester Street	Corbell-Bryant, Inc.
46F-26	1974 Springfield Drive	Aaron G. Bugg & Kristin D. Littrell
46F-27	1980 Springfield Drive	Brian G. Hart
46F-28	1986 Springfield Drive	Jerome D. Carpenter
46F-29	1992 Springfield Drive	Tommy A. and Michelle Hale
46F-30	1998 Springfield Drive	Otha Ray and Wanda Brown

These services are being provided as part of the Finley Addition Sewer project, which is being funded by Henderson County Fiscal Court, using State grant funds.

All the property owners listed in the table above have signed a "Consent to Annexation" form, along with the required "Restrictive Covenant Not to Oppose Annexation", as specified in Chapter 23-98 (e) of the City Code of Ordinances. The Restrictive Covenants have a term of twenty (20) years, and will be recorded in the County Clerk's office to provide notice to potential future owners.

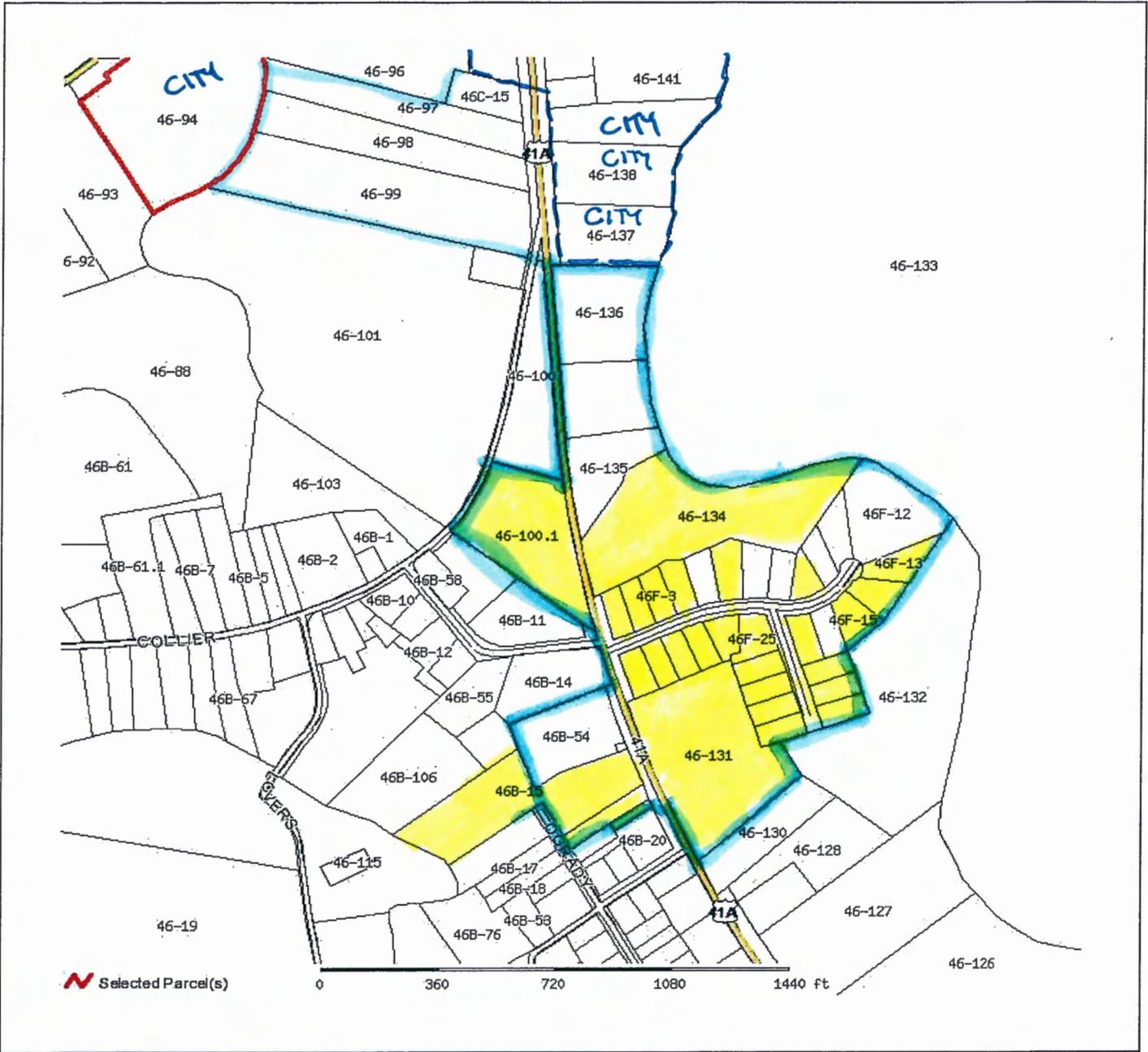
HWU Staff has reviewed these requests, and has determined that the properties can be connected to the wastewater system without exceeding the capacity of any components of the system and without causing any problems in the collection and treatment systems.

The General Manager is hereby authorized to deliver this Resolution to the City of Henderson, for action by the City Commission and recording of the restrictive covenants.

IN WITNESS WHEREOF, having come before the Board of Commissioners on Monday, 20 June 2016, and upon Motion made by Commissioner JULIE WISCHER, and seconded by Commissioner GARY JENNINGS, the Board of Commissioners voted as follows:

	<u>AYE</u>	<u>NAY</u>
Commissioner, R. Paul Bird, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner, George Jones, III	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner, John Henderson	<u>ABSENT</u>	<input type="checkbox"/>
Commissioner, Gary Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner, Julie Wischer	<input checked="" type="checkbox"/>	<input type="checkbox"/>


 Tom Williams, P.E.
 HWU General Manager



Henderson County Property Valuation Administrator

Parcel: 46-94 Acres: 5.236	
Name:	COUDRET PROPERTIES INC
Site:	S GREEN ST 02060
Mail:	P O BOX 283 HENDERSON, KY 42419-0283



The Henderson County Property Valuation Administrator's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER HENDERSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 06/02/16 : 09:31:38

City Commission Memorandum
16-152

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Employee COLA 2017

The accompanying municipal order approves a one (1) percent increase in pay to City employees be effective as of July 1, 2016.

As proposed, the employee salaries will increase by one percent (1%) effective with the pay check issued on July 8, 2016. The increase was budgeted and included in the Fiscal 2017 budget.

Your approval of the attached municipal order is requested.

c: Connie Galloway
Robert Gunter

MUNICIPAL ORDER. _____

MUNICIPAL ORDER TO PROVIDE FOR ONE PERCENT (1%) INCREASE FOR EMPLOYEES EFFECTIVE JULY 1, 2016

WHEREAS, it is in the best interest of the City of Henderson that its employees be compensated in a manner which allows the City to be competitive with other employers in order to attract and retain qualified personnel; and

WHEREAS, in the Personnel and Pay Classification Plan that was approved as part of the Fiscal 2017 Budget, a one (1) percent increase was appropriated (See Page B-43 of the Fiscal 2017 Budget attached as Exhibit "A"); and

WHEREAS, the City Manager recommends that the one (1) percent increase in pay for City Employees become effective as of July 1, 2016.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky that the one (1) percent increase in pay as reflected in the Personnel and Pay Classification Plan for fiscal year 2017 is hereby approved to be effective as of July 1, 2016, and the pay of the City's employees is adjusted accordingly.

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

On roll call the vote stood:

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

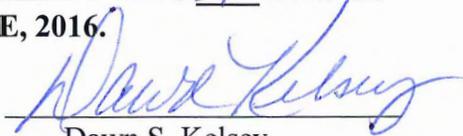
INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the ____ day of June, 2016.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

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 Commission Memorandum
16-155

June 24, 2016

TO: Mayor Steve Austin and the Board of Commissioners

FROM: Russell R. Sights, City Manager 

SUBJECT: Board of Commissioners COLA 2017

The accompanying municipal order provides a salary increase of seven tenths of one percent (0.7%) for the Board of Commissioners effective July 1, 2016.

The Department for Local Government annually determines the maximum permitted compensation for local legislative members pursuant to KRS 83A.075. The increase for Fiscal Year 2017 is 0.7%.

As the Board is aware, the Fiscal 2017 Budget includes a one percent general wage adjustment for employees and up to a one and one-half percent merit increase for employees based on a written evaluation.

The Board of Commissioners may authorize any increased amount of compensation for elected officials up to 0.7%.

c: Robert Gunter
Connie Galloway



OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Matthew G. Bevin
Governor

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone: (502) 573-2382
Fax: (502) 573-2939
TDD: 711
www.kydlgweb.ky.gov

Sandra K. Dunahoo
Commissioner

January 27, 2016

Dear Mayors and Legislative Body Members:

In accordance with the provisions of KRS 83A.075(1) the Department for Local Government calculates, by the second Friday in February of each year, the maximum allowable annual compensation of the mayor in cities of the first class, the mayor in cities other than the first class, and legislative body members.

The department's calculations are based upon the court-established formula application of Section 246 of the Kentucky Constitution, setting forth maximum compensation levels for state and local governmental constitutional officers. Under the prescribed formula, salary maximums set in the 1949 Amendment of Section 246 of Kentucky's Constitution, to be paid to constitutional officers, are adjusted to reflect the current purchasing power of the dollar. The adjustments are based upon the Consumer Price Index maintained and reported by the U.S. Department of Labor, Bureau of Labor Statistics. A news release issued by the Bureau establishes the Consumer Price Index, as of December 2015, at 708.524. The percentage of increase for the previous twelve-month period is .7%. The Consumer Price Index for 1949 was 71.4.

The calculations below provide the maximum allowable 2016 annual compensation for the referenced offices.

Mayors of City of First Class

$$\frac{708.524}{71.4} = \frac{X}{\$12,000}$$

$$71.4 X = (708.524) (\$12,000)$$
$$X = \$119,079.66$$



An Equal Opportunity Employer M/F/D

Mayors and Legislative Body Members
January 27, 2016
Page Two

Legislative Body Members and Mayors of Cities Other Than First Class

$$\begin{array}{rcl} \frac{708.524}{71.4} & = & \frac{X}{\$7,200} \\ 71.4 X & = & (708.524) (\$7,200) \\ X & = & \$71,447.80 \end{array}$$

The compensation amount generated by this computation reflects a maximum allowable salary rather than a mandated salary.

If you have questions concerning these maximum salaries, Robert Brown in the Office of Financial Management and Administration will welcome your call at (800) 346-5606.

Sincerely,



Sandra Dunahoo
Commissioner

MUNICIPAL ORDER _____

MUNICIPAL ORDER SETTING AMOUNT OF COST-OF-LIVING
INCREASE FOR BOARD OF COMMISSIONERS AT .7%

WHEREAS, a cost-of-living computation is made annually by the Kentucky Department of Local Government for the purpose of adjusting the compensation of members of local legislative bodies; and

WHEREAS, the cost-of-living increase for the current year has been determined by the Department of Local Government to be .7%.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the salaries of the Board of Commissioners shall be increased by .7% to be effective July 1, 2016.

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 _____

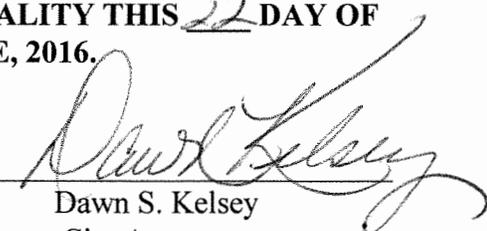
INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of June, 2016.

ATTEST:

Steve Austin, Mayor
Date: _____

Maree Collins, City Clerk

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

By: 
Dawn S. Kelsey
City Attorney

UPCOMING
BOARD APPOINTMENTS

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

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