

City of Henderson, Kentucky
Board of Commissioners Meeting
Tuesday, August 9, 2016

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

AGENDA

1. Invocation: Father Anthony Shonis, Associate Pastor,
Holy Name of Jesus Catholic Church

2. Roll Call:

3. Recognition of Visitors:

4. Appearance of Citizens:

5. Proclamations:

6. Presentations: Employee Service Award – Terry Berrong, 20 year

7. Public Hearings:

8. Consent Agenda:

Minutes: July 26, 2016 Regular Meeting

Resolutions:

9. Ordinances & Resolutions:

Second Readings: Ordinance Amending HWU Job Classification and Pay Plan

First Readings:

Resolutions:

10. Municipal Orders:

11. Bids & Contracts:

Municipal Order Awarding Bid for One Small SUV and One Mid
Size Four Door Sedan

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

Municipal Order Approving Change Order #1 to Q & S Contracting, Inc. Contract for Drive-Thru Canopy Driving Surface Improvements

Resolution Accepting Utility Easement Agreement between the City and Crown Castle Towers; and
Municipal Order Accepting Agreements from Crown Castle South for the City to Place 911 Equipment on Crown Castle's Tower and Accepting Master Lease Option

Resolution Approving the Purchase of a Tract of Land by the City-County Airport for the Purchase Price of \$25,000.00

12. Unfinished Business:

13. City Manager's Report: Annexation of Finley Addition Subdivision Properties

14. Commissioner's Reports:

15. Appointments:

16. Executive Session:

17. Miscellaneous:

18. Adjournment

City Commission Memorandum
16-171

August 5, 2016

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

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

1. Presentation of an Employee Service Award. Mr. Terry Berrong, Parks & Recreation Department, will be in attendance to receive his 20-year service award from Mayor Austin.

**City Commission Memorandum
16-172**

August 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager *RS/ld*
SUBJECT: Consent Agenda

The Consent Agenda for the meeting of August 9, 2016, contains the following:

Minutes: July 26, 2016 Regular Meeting

CITY OF HENDERSON – RECORD BOOK

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

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

INVOCATION was given by Reverend Mark Moog, Trinity Lutheran Church, followed by recitation of the Pledge of Allegiance to our American Flag.

There were present Mayor Steve Austin presiding:

PRESENT:

Commissioner Jan Hite
 Commissioner Jesse Johnston, IV
 Commissioner Robert M. (Robby) Mills (arrived at approximately 5:40 p.m.)
 Commissioner X R. Royster, III

ALSO PRESENT:

Mr. Russell R. Sights, City Manager
 Mrs. Dawn Kelsey, City Attorney
 Ms. Maree Collins, City Clerk
 Mr. William L. Newman, Jr. Assistant City Manager
 Mr. Brian Bishop, City-County Planning Director
 Mr. Trace Stevens, Parks & Recreation Director
 Mr. Robert Gunter, Finance Director
 Mr. Scott Foreman, Fire Chief
 Mrs. Donna Stinnett, Public Information Officer
 Mrs. Cindy Phillips, HFD Administrative Secretary
 Mr. Eddie Phillips
 Mrs. Donna Veazey, HFD Secretary
 Mr. Andrew Deardorff, HFD Engineer/Driver
 Mr. Paul Goetz, HFD Firefighter
 Mr. Tanner Simon, HFD Firefighter
 Mrs. Wendy Sugg, HPD Administrative Secretary
 Mr. Mark Holloway, HPD Secretary
 Mr. Blake Shelton, Engineering Intern
 Ms. Laura Peck, Downtown Henderson Partnership Executive Director
 Ms. Sarah Stewart, Downtown Henderson Partnership Assistant Director
 Ms. Stacey Keown, Henderson Leadership Initiative
 Mr. Bradley Staton, Commission Candidate
 Mr. Preston Herndon, Involvement Inc. Director
 Mr. Bruce Farmer, Henderson County Coroner
 Mr. Chris Winstead, Ambulance Service Director
 Ms. Brittany Ross, SurfKY
 Ms. Laura Acchiardo, *the Gleaner*
 Mr. Mike Richardson, Police Reserve Officer

PRESENTATION: “New Assistant Finance Director Introduction”

MR. RUSSELL R. SIGHTS, City Manager, asked MR. ROBERT GUNTER, Finance Director, to introduce the newest member of the Finance department senior staff team. Mr. Gunter announced his pleasure at being able to introduce MS. PENNY HAHN as the new Assistant Finance Director. She will be replacing the retiring Mr. Paul Titzer. Ms. Hahn expressed her appreciation for the opportunity to serve the city.

PRESENTATION: “25-Year Service Award”

MAYOR AUSTIN expressed appreciation to Henderson Fire Department Administrative Secretary Cindy Phillips, for her 25 years of service and dedication to the City.

CITY OF HENDERSON – RECORD BOOK

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

PRESENTATION: “Downtown Henderson Partnership Merchandising Survey Results”

MRS. LAURA PECK, Executive Director of Downtown Henderson Partnership reported on the results of the survey that was completed at the request of the City to DHP members relating to allowing merchandising on public sidewalks in the downtown area. Of the twenty-four businesses polled, there were no objections; thirteen for; and eleven that either it would not effect them or did not respond. The respondents had no objection to an application process; however, requested that there be no ‘season’ to the Permit. The respondents also had no objection to placing restrictions on the type of merchandise to be displayed. They did object to a fee for the Permit, with only one respondent indicating that they would apply if a fee were charged. Ms. Peck further indicated that she had forwarded copies of ordinances to city staff from other Kentucky Main Street communities to use as examples.

MR. RUSSELL R. SIGHTS, City Manager, explained that the Board of Commissioners had three options at this point: 1) take the issue under advisement for further review; 2) not move forward based on the report; or 3) instruct staff to draft an ordinance.

COMMISSIONER ROYSTER made a motion, seconded by COMMISSIONER HITE to move forward with allowing merchandising on city sidewalks in the downtown area by instructing staff to begin drafting an ordinance. MR. SIGHTS then asked the Board for direction on some items that might be included in the ordinance: 1) the amount of space to be allowed for use; 2) application processing fee; 3) a Permit timeframe or ‘season’; and 4) liability insurance requirement.

MR. BRIAN GLICK, The Elm-Consignments & Antique Shop, appeared before the Board in support of the issue and indicated that he had researched other communities and found that most encouraged this and had restrictions on the amount of space that could be used by the merchant.

Discussion was held on the sidewalk dining application and processing fees; insurance requirements; and ADA requirements for the amount of space that must be available for evaluation purposes. Without objection the Board agreed that there should be no fee and no ‘season’ for the Permit. It was further recommended that the liability insurance requirement naming the City as an additional insured was necessary, but that information on what other communities require was requested for comparison. MR. SIGHTS indicated that a draft ordinance would be prepared and sent to DHP to review prior to it being on an agenda.

APPROVAL OF CONSENT AGENDA:

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

Minutes: July 12, 2016, Regular Meeting

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

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

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

WHEREUPON, Mayor Austin declared the consent items approved.

/s/ Steve Austin

CITY OF HENDERSON – RECORD BOOK

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

ATTEST:

Maree Collins, City Clerk _____

Steve Austin, Mayor
July 26, 2016

ORDINANCE NO. 27-16: FIRST READ

MR. TOM WILLIAMS, Henderson Water Utility General Manager, explained that a couple of years ago a system was put in place that provided extra classified positions with no additional employees so that those positions could promote once they received specific training and certifications. At that time there were two senior maintenance technicians left in a classification by themselves and the plan was to eventually attrition those away. With the retirement of one of those gentleman the number of positions is being reconfigured, but not the number of employees that are in those positions. The Water and Sewer Commission approved this at their Monday, July 18, 2016 meeting.

ORDINANCE NO. 27-16: ORDINANCE AMENDING JOB CLASSIFICATION AND PAY PLAN
ORDINANCE AMENDING JOB CLASSIFICATION AND PAY PLAN BY ELIMINATING ONE (1) MAINTENANCE TECHNICIAN, SR. POSITION; ELIMINATING TWO (2) MAINTENANCE TECHNICIAN I POSITIONS; AND ADDING FOUR (4) MAINTENANCE TECHNICIAN II POSITIONS TO THE HENDERSON WATER UTILITY (HWU) BUDGETED POSITIONS AND JOB CLASSIFICATIONS OF THE 2016-2017 HWU BUDGET

MOTION by Commissioner Robert M. Mills, seconded by Commissioner Jesse Johnston, that the ordinance be adopted.

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

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

MR. TOM WILLIAMS, Henderson Water Utility General Manager, explained that about a month or so ago several properties in The Finley Addition subdivision were approved for sewer service outside the City limits and this is a continuation of that project. There will be a few more at a future date.

RESOLUTION NO. 42-16: RESOLUTION AUTHORIZING EXTENSION OF SEWER SERVICE OUTSIDE CITY LIMITS TO PROPERTIES LOCATED IN THE SUBDIVISION KNOWN AS THE FINLEY ADDITION

MOTION by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite to adopt the resolution authorizing the extension of sewer service to properties located outside the City of Henderson corporate limits in the Finley Addition Subdivision

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

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

CITY OF HENDERSON – RECORD BOOK

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

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
July 26, 2016

ATTEST:

Maree Collins, City Clerk _____

MR. TRACE STEVENS, Parks and Recreation Director, explained that two bids were received. One bid did not meet either the technical specifications or the intent of the specs for the playground equipment as requested. Based on that, it is recommended that the bid from David Williams & Associates be accepted and awarded accordingly. As noted, there is an option to upgrade the surfacing from engineered wood fiber playground mulch to a poured in place rubberized surface for the Central Park playground. Mr. Stevens then passed around the pictures of the proposed equipment for each park.

MUNICIPAL ORDER NO. 37-16:

MUNICIPAL ORDER AWARDING BID FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FOR CENTRAL PARK AND NEWMAN PARK TO DAVID WILLIAMS & ASSOCIATES, INC. OF HARRISON, OHIO, IN THE TOTAL AMOUNT OF \$92,611.21

MOTION by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, to adopt the municipal order awarding the bid for the purchase of handicap accessible playground equipment to David Williams & Associates, Inc. of Harrison, Ohio in strict accordance with their bid as submitted to Bid Reference 16-20 in the total amount of \$92,611.21.

MR. RUSSELL R. SIGHTS, City Manager, indicated that this recommendation was written to stay within the budgeted amount of \$100,000.00. If the option of the poured in place rubberized surface were selected the municipal order could be amended with the understanding that the appropriation ordinance would be amended at a later date. MAYOR AUSTIN indicated that for the age of the children that would be using the equipment, he was in favor of using the poured playground surface. COMMISSIONER MILLS asked if the \$117,671.21 covered both playgrounds receiving the upgrade or just one? MR. STEVENS responded that the upgrade would be only for Central Park. COMMISSIONER MILLS asked if the fiber mulch would meet the needs for this handicap accessible playground equipment.

MS. STACEY KEOWN, Henderson Leadership Initiative, responded that the poured in place surface is highly desired, especially for Central Park and the preferred surface for both playgrounds. This project was developed to meet the needs of children with disabilities and that each piece of equipment was chosen intentionally as a stand-alone piece for use by multiple disabilities. The HLI fund raising goal has been reached and an additional \$2,000 was received from *Experiencing Autism Together* for the playground, and preferably the poured in place surface in Central Park.

MAYOR AUSTIN, asked what the cost would be to put the rubberized surface in Newman Park as well. MR. STEVENS responded that a rough estimate would be \$27,000.00 to upgrade the Newman Park playground. Mr. Stevens further indicated that there was \$40,000.00 available in the FY 2017 Parks department budget for a Wood Fiber Playground Surface Replacement Program, and this new playground could be the first project for that Program.

MR. SIGHTS indicated that the municipal order could be amended to include the poured in place rubberized surface in both Central and Newman Parks. Discussion was held regarding the best surfacing option for each of the two playgrounds; grant funding and timeline constraints; funding options; and how best to proceed to upgrade both playground surfaces.

MOTION TO AMEND MUNICIPAL ORDER NO. 37-16:

CITY OF HENDERSON – RECORD BOOK

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

MOTION by Commissioner X R. Royster, seconded by Commissioner Jesse Johnston to amend the municipal order to include the alternate surfacing in Central Park in the amount of \$25,060.00 that would delete the engineered wood fiber surface and add a poured in place rubberized surface; and to delete the engineered wood fiber surface for Newman Park for a total amount not to exceed \$117,671.21. Further it was determined to bid for a poured in place rubber surface for Newman Park to replace the deleted engineered wood fiber.

The vote was called to amend the municipal order. On roll call, the vote stood:

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

The vote was called for amended municipal order no. 37-16:

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

ATTEST:
 Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 38-16:

MUNICIPAL ORDER ACCEPTING PROPOSAL OF OLD NATIONAL WEALTH MANAGEMENT, EVANSVILLE, INDIANA FOR INVESTMENT MANAGEMENT AND CUSTODY SERVICES FOR CITY

MOTION by Commissioner Jan Hite, seconded by Commissioner X R. Royster, to adopt the municipal order accepting the proposal of Old National Wealth Management of Evansville, Indiana for investment management and custody services for the City in strict accordance with their proposal dated June 18, 2016. This agreement has a three year initial term with the option of two one-year renewal terms.

MR. ROBERT GUNTER, Finance Director, indicated that the current service agreement will run out at the end of August. Three proposals were received with the best offer coming from Old National Wealth Management which has provided these services for the City in the past.

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

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

CITY OF HENDERSON – RECORD BOOK

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

Steve Austin, Mayor
July 26, 2016

ATTEST:
Maree Collins, City Clerk _____

MUNICIPAL ORDER NO. 39-16:

MRS. DAWN KELSEY, City Attorney, indicated that in May the assignment from Henderson Recycling of the Advanced Contract for recycling services was approved. That Contract will terminate on September 30, 2016 without 60 days written notice exercising one of the two remaining one-year renewal terms.

MUNICIPAL ORDER NO. 39-16: MUNICIPAL ORDER TO EXERCISE A ONE YEAR EXTENSION OF THE CONTRACT FOR CURBSIDE RECYCLING WITH ADVANCED DISPOSAL AND GIVING CITY MANAGER AUTHORITY TO GIVE WRITTEN NOTICE OF THE EXTENSION

MOTION by Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, to adopt the municipal order authorizing the City Manager to give written notice to exercise a one year extension of the contract with Advanced Disposal for curbside recycling.

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

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

ATTEST:
Maree Collins, City Clerk _____

PRESENTATION: "New Ambulance Service Director Introduction"

MAYOR AUSTIN asked Mr. Bruce Farmer to introduce the new Ambulance Service Director. MR. BRUCE FARMER, Henderson County Coroner, apologized for being late this evening; however, there was a rescue of a hiker at Audubon Park that they were assisting with. Mr. Farmer then announced that on behalf of Methodist Hospital and the Henderson Ambulance Service that it was his pleasure to introduce the new Ambulance Service Director, Chris Winstead. Mr. Winstead has been a member of the Methodist family since 1992 when he started as a medic in Union County. For the last six years he has been the director of the Union County Ambulance Service. MR. CHRIS WINSTEAD, Henderson Ambulance Service Director, thanked the Board and the Hospital for this opportunity and indicated that he was looking forward to working with the Board. Mr. Winstead further indicated that he also serves as the Union County Ambulance Service Director as the management of both ambulance services has been merged, but not the two services. MAYOR AUSTIN indicated that he and COMMISSIONER JOHNSTON were on a four person subcommittee that was formed from the Henderson City/County Cooperative Study Team to review any issues that may arise.

COMMISSIONER'S REPORT:

COMMISSIONER JESSE JOHNSTON asked staff to look into the cost for concrete barricades or barriers to be used for road closures during festivals and other events to help protect participants.

CITY OF HENDERSON – RECORD BOOK

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

MAYOR AUSTIN indicated that Senate Majority Leader Mitch McConnell was in town earlier today for a presentation at the Henderson Fine Arts Center and then previewed the City's economic development property on Borax Drive. Mayor Austin indicated that Senator McConnell recognized the quality of planning and detail put into these grant projects and that each project was a good project for Henderson.

APPOINTMENT: City-County Planning Commission:
Gray Hodge – Unexpired Term of Penny Hahn To Expire June 01, 2019

Motion by Commissioner X R. Royster, seconded by Commissioner Robert M. Mills, upon recommendation of Mayor Steve Austin, to appoint Gray Hodge to fill the unexpired term of Penny Hahn on the City-County Planning Commission. Said term to expire June 01, 2019.

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

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

EXECUTIVE SESSION: Real Estate

MOTION by Commissioner X R. Royster, seconded by Commissioner Robert M. Mills, to go into Executive Session for the purpose of deliberation on the possible future purchase or sale of real estate pursuant to KRS 61.810 (1) (b) located in the area between First and Third Streets and Green Street and Carlisle Street.

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

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

MEETING RECONVENED:

MOTION by Commissioner X R. Royster, seconded by Commissioner Jesse Johnston, the Board of Commissioners reconvened in regular session.

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

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

MEETING ADJOURN:

CITY OF HENDERSON – RECORD BOOK

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

MOTION by Commissioner X R. Royster, seconded by Commissioner Jesse Johnston, to adjourn the meeting.

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

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

WITHOUT OBJECTION, Mayor Austin declared the Meeting adjourned at approximately 7:15 p.m.

ATTEST:

Steve Austin, Mayor
August 9, 2016

Maree Collins, City Clerk

City Commission Memorandum
16-173

August 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: Amending Budgeted Positions of the FY17 HWU Budget and Appropriation Ordinance

Enclosed for the agenda of Tuesday, August 9, 2016, is final reading of an ordinance changing the HWU Schedule of Budgeted Positions.

The attached Memorandum from HWU General Manager Tom Williams details the revision that:

- a. Eliminates one Maintenance Technician Sr. position due to a retirement;
- b. Eliminates two Maintenance Technician I positions due to promotions;
and
- c. Adds four Maintenance Technician II positions to allow for promotions, and to allow additional positions that may be filled in the future due to promotions.

The enclosed Resolution was duly adopted by the Board of Commissioners of the Henderson Water & Sewer Commission at a regular meeting held on July 18, 2016.

Your approval of the attached ordinance is requested.

c: Tom Williams
Connie Galloway
Robert Gunter

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

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

TOM WILLIAMS, P.E.
GENERAL MANAGER

Date: 19 July 2016

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

From: Tom Williams, P.E.
General Manager

Digitally signed by Tom Williams
DN: cn=Tom Williams,
o=Henderson Water Utility,
ou=HWU,
email=williamst@hkywater.
org, c=US
Date: 2016.07.19 08:38:30
-05'00'

Subject: Changes to HWU Schedule of Budgeted Positions

At its meeting on 18 July, the Water and Sewer Commission passed a Resolution making some changes to our Schedule of Budgeted Positions. We normally try to make these changes as part of the budget process, but a decision by an incumbent employee to retire makes this necessary, now.

In our 2014-2015 Budget, we added positions to our Maintenance Team to allow us to promote those employees as they obtained training and licensure in that field (electrician licenses, etc.). The team was split into Maintenance Team Leader, Maintenance Tech II and Maintenance Tech I classifications, at Grades 20, 14 and 10, respectively. Extra, unfilled positions in the I & II classifications allowed us to hire employees in at the lower level, and then promote to MT II as they were trained. That has worked very well. At the time, we had two employees in Maintenance Technician, Sr. positions at Grade 18, and we did not change their classification or grade. Our stated plan at that time was to eventually eliminate the MT, Sr. classification by attrition. One of those gentlemen is now retiring, leading to this change.

The attached schedule shows that we will be eliminating one Maintenance Technician, Sr., position. At the same time, we have an employee in an MT I position who is eligible to promote to MT II, and an open MT I position. Juggling these positions around to re-establish our ability to hire a lower skilled employee and then promote, we now will need a "ghost" position at the MT II level, and will eliminate two positions at the MT I level. All this results in having 14 total positions authorized at the Team Leader, Maintenance Tech Sr., I & II levels, but we will only have 9 of those positions filled at any time. This is the same level of employment as in the previous and current fiscal years. The extra positions in this arrangement will allow us to hire at the I or II classification, depending on the qualifications of prospective employees.

Confusing, I know, but the rigid classification and grade system under Civil Service leads us to perform gymnastic moves, at times. We appreciate the City's help in setting this system up, so that our employees can promote and better their lot in life.

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).

ORDINANCE NO. 27-16

ORDINANCE AMENDING JOB CLASSIFICATION AND PAY PLAN

SUMMARY: ORDINANCE AMENDING JOB CLASSIFICATION AND PAY PLAN BY ELIMINATING ONE(1) MAINTENANCE TECHNICIAN, SR., POSITION, ELIMINATING TWO (2) MAINTENANCE TECHNICIAN I POSITIONS, AND ADDING FOUR (4) MAINTENANCE TECHNICIAN II POSITIONS TO THE HENDERSON WATER UTILITY (HWU) BUDGETED POSITIONS AND JOB CLASSIFICATIONS OF THE 2016-2017 HWU BUDGET

WHEREAS, Ordinance No. 20-16, as amended, adopted a job classification and pay plan; and

WHEREAS, following an assessment, it has been determined necessary and advisable to modify the plan; and

WHEREAS, the Henderson Water and Sewer Commission recommends through Resolution No. 2016-18 (attached hereto) the modifications as proposed.

NOW, THEREFORE, BE IT ORDAINED by the City of Henderson, Kentucky, that Henderson Water Utility’s (HWU) job classification and pay plan is amended as follows:

<u>Class Code:</u>	<u>Classified Title:</u>	<u>Number of Positions:</u>
4327	HWU Maintenance Technician Sr.	[2] 1
4325	HWU Maintenance Technician I	[4] 2
4326	HWU Maintenance Technician II	[5] 9

BE IT FURTHER ORDAINED, that the Budgeted Positions and Job Classifications of the 2016-2017 Henderson Water Utility Budget is hereby amended by eliminating one (1) Maintenance Technician, Sr. position, eliminating two (2) Maintenance Technician I positions and adding four (4) Maintenance Technicians II positions, a copy of which is attached hereto and made a part hereof by reference.

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

This ordinance shall become effective upon its legal adoption.

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

On roll call the vote stood:

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

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

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

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

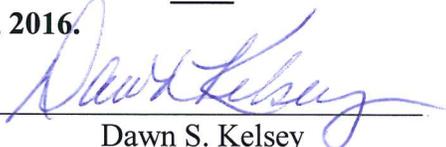
Commissioner Mills:	_____	Commissioner Royster:	_____
Commissioner Johnston:	_____	Mayor Austin:	_____
Commissioner Hite:	_____		

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

ATTEST: _____
 Steve Austin, Mayor
 Date: _____

Carolyn Williams, City Clerk

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

By: 
 Dawn S. Kelsey
 City Attorney

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

Resolution No. 2016 - 18

The following Resolution was duly adopted by the Board of Commissioners of the Henderson Water & Sewer Commission at a regular meeting held on Monday, 18 July 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 under Chapter 23 Article II Division 3 Sections 23-36 through 23-41.1 of the City Code of Ordinances hereby adopts a revision to the Schedule of Budgeted positions that:

- 1) Eliminates one (1) Maintenance Technician, Sr. position due to a retirement;
- 2) Eliminates two (2) Maintenance Technician I positions due to promotions; and
- 3) Adds four (4) Maintenance Technician II positions to allow for promotions, and to allow additional positions that may be filled in the future due to promotions.

The total number of positions in these three classifications (Maintenance Tech, Sr., Maintenance Tech I and Maintenance Tech II) will be twelve (12), but no more than 9 of those positions will be filled. This is equal to the current number of employees in these classifications as of the adoption of the HWU Budget for the 2016-2017 Fiscal Year.

A copy of the revised Schedule of Budgeted positions is attached as Exhibit "A", and it is incorporated herein by reference.

The new Schedule of Budgeted positions will become effective 1 September 2016.

IN WITNESS WHEREOF, having come before the Board of Commissioners on Monday, 18 July 2016,
and upon Motion made by Commissioner George Jones, and seconded by Commissioner
John Henderson, the Board of Commissioners voted as follows:

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



Tom Williams, P.E.
HWU General Manager

Location / Department	Job Classification	Full Time Positions		
		Budgeted Positions		Revised August 2016
		FY 15-16	FY 16-17	FY 16-17
NWTP 01-811	Treatment Plant Operator Chief	1	1	1
	Water Treatment Operator, II	5	5	5
	Water Treatment Operator, I	2	2	2
	Water Quality Specialist	1	2	2
	Total	9	10	10
NWWTP 01-836	Treatment Plant Operator Chief	1	1	1
	Wastewater Treatment Operator, II	5	4	4
	Wastewater Treatment Operator, I	4	3	3
	Water Quality Specialist	1	1	1
	Treatment Plant Operator I (Part Time/Sludge Press)	0	0	0
	Treatment Plant Operator I (Full Time/Sludge Press)	1	0	0
	Total	12	9	9
PRE-TREAT 01-837	Environmental Compliance & Pretreatment Coordinator	1	1	1
	Total	1	1	1
SWTP 02-811	Treatment Plant Operator Chief	1	1	1
	Water Treatment Operator, II	5	5	5
	Water Treatment Operator, I	2	2	2
	Total	8	8	8
SWWTP 02-836	Treatment Plant Operator Chief	1	1	1
	Wastewater Treatment Operator, II	4	4	4
	Wastewater Treatment Operator, I	3	3	3
	Total	8	8	8
HWU ADMIN 03-803	HWU General Manager - Full Time Contract Employee	1	1	1
	HWU Chief Financial Officer - Full Time Contract Employee	1	1	1
	Director of Engineering - Full Time Contract Employee	1	1	1
	HWU Purchasing Manager	1	1	1
	Information Technology Manager	1	1	1
	Administrative Assistant	1	1	1
	Secretary, Senior	1	1	1
	Total	7	7	7
SOC: ADMIN & ENG 04-861	Director of Field Operations	1	1	1
	Director of Plant Operations	1	1	1
	HWU Chief Engineer	1	1	1
	Projects & Compliance Manager	1	1	1
	HWU Utility System Superintendent	2	2	2
	HWU Assistant Utility System Superintendent	1	1	1
	HWU Construction Inspector	1	1	1
	HWU Automation Manager	1	1	1
	HWU Safety & Training Coordinator	1	1	1
	Engineering Technician	1	1	1
	GIS Manager	1	1	1
	GIS Analyst	1	1	1
	Inventory Control Technician	1	1	1
	Receiving/Inventory Clerk	0	1	1
	Administrative Assistant	1	1	1
	Secretary, Senior (SOC)	1	1	1
	Secretary	1	1	1
	Total	17	18	18

Full Time Positions		Budgeted Positions		
Location / Department	Job Classification	Budgeted Positions		Revised August 2016
		FY 15-16	FY 16-17	FY 16-17
SOC: DIST - COLLECT- MAINT 04-862	Utility System Crew Leader	3	5	5
	Utility System Worker I	7	9	9
	Utility System Worker II	4	6	6
	Utility System Worker III	3	5	5
	Utility System Specialist	1	1	1
	HWU Maintenance Technician Sr	2	2	1
	HWU Maintenance Crew Leader	2	2	2
	HWU Maintenance Technician I	2	4	2
	HWU Maintenance Technician II	5	5	9
	Utility Locator/Geospatial Technician	1	1	1
Total		30	40	41
SOC: AUTOMATION 04-863	HWU Automation Specialist	2	2	2
	Total	2	2	2
SOC: SUPPORT 04-864	Utility System Crew Leader	2	0	0
	Utility System Worker III	2	0	0
	Utility System Worker II	2	0	0
	Vehicle Mechanic	1	1	1
	Maintenance Welder	1	1	1
	Total	8	2	2
TOTAL NUMBER OF BUDGETED FULL TIME EMPLOYEES		102	105	106
Part Time & Seasonal Positions				
NWTP 01-811	HWU Seasonal Positions	1	1	1
NWWTP 01-836	HWU Seasonal Positions	1	1	1
SWTP 02-811	HWU Seasonal Positions	1	1	1
SWWTP 02-836	HWU Seasonal Positions	1	1	1
SOC 04-861	Secretary	0	0	0
SOC 04-861	Treatment/Engineering Interns - Seasonal	2	2	2
SOC 04-862	Utility System Worker Seasonal	0	4	4
SOC 04-862	HWU Seasonal Positions	0	3	3
SOC 04-864	Utility System Worker Seasonal	4	0	0
SOC 04-864	HWU Seasonal Positions	4	1	1
TOTAL BUDGETED PT & SEASONAL EMPLOYEES		14	14	14
HWU Admin 03-803 Commissioners	HWU Commissioner	5	5	5
	TOTAL BUDGETED W&S COMMISSIONERS	5	5	5
TOTAL NUMBER OF BUDGETED HWU EMPLOYEES		121	124	125

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

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

While there are 12 positions total in the Maintenance Technician I and II, and Sr. classifications, there will never be more than 9 of those positions filled.

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

City Commission Memorandum
16-174

August 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: Purchase of Small Size SUV and Mid Size Four Door Sedan

The accompanying municipal order authorizes the purchase of a 2017 Ford Escape and a 2017 Ford Fusion from Town and Country Ford, Evansville, Indiana in the low bid amount of \$39,585.00.

The Ford Escape will be used in the Landfill division of the Sanitation Department replacing unit 345-174, a 1998 Jeep Cherokee with more than 158,000 miles; and the Ford Fusion will be placed in the Finance Department replacing unit 121-002, a 1999 Ford Taurus with 53,000+ miles. This unit will be a 'pool' car with priority use for out-of-town travel.

Bid packages were sent to 17 vendors, with seven received. The low bid of \$39,585.00 fully complies with the bid specifications and award is recommended accordingly.

Sufficient funds are available in the Fiscal 2017 budget for these purchases.

Your approval of the attached municipal order is requested.

c: Brian Williams
Robert Gunter

**Public Works Memorandum
16-08**

Date: Aug. 3, 2016
TO: Russell Sights, City Manager
FROM: Brian Williams, Public Works Director *BW*
RE: Bid Reference No. 16-21, small-size SUV & mid-size sedan

Bids opened Aug. 2, 2016 were as follows:

Bidder	Amount
Town & Country Ford	\$39,585.00 (SUV-\$22,185.00)
DPatrick	\$40,165.50 (SUV-\$21,456.50)
Pogue Chrysler Dodge Jeep	\$41,495.40 (SUV-\$22,846.00)
Pogue Chevrolet Buick GMC #1	\$42,992.45 (SUV-\$22,490.80)
Pogue Chevrolet Buick GMC #2	\$44,495.40 (SUV-\$22,490.80)
Don Moore Chevrolet	\$44,619.00 (SUV-\$23,818.00)
Henderson Chevrolet	\$46,055.00 (SUV-\$23,450.00)

This bid is for the purchase of a 2017 small –size SUV for the sanitation department. I recommend that Bid Reference No. 16-21 in the total amount of \$39,585.00 be awarded to Town & Country Ford, Evansville, IN.

FINANCE DEPARTMENT MEMORANDUM
16 - 48

August 3, 2016

TO: Russell Sights, City Manager
FROM: Robert Gunter, Finance Director
SUBJECT: Vehicle bids

On July 15, 2016, the City of Henderson advertised for sealed bids on one small-size SUV for the sanitation department and one mid-size four-door sedan for the finance department. The City also sent bid packets to seventeen dealerships.

Seven bids were received with the lowest total bid of \$39,585.00 submitted by Town and Country Ford of Evansville, IN. The vehicles in the bid are a 2017 Ford Escape and a 2017 Ford Fusion.

The fiscal 2017 budget included \$26,500 for the SUV and \$19,800 for the mid-size sedan for a total budget of \$46,300.

The new vehicles will replace a 1998 Jeep Cherokee SUV and a 1999 Ford Taurus sedan. Priority use of the sedan will be given to those that travel out of town.

Staff recommends accepting the low bid of \$39,585.00 from Town and Country Ford.



Robert Gunter

CITY OF HENDERSON, KENTUCKY BID TABULATION SHEET		TOWN & COUNTRY FORD EVANSVILLE, IN	DPATRICK EVANSVILLE, IN	POGUE CHRYSLER DODGE JEEP POWDERLY, KY	POGUE CHEVROLET BUICK GMC #1 POWDERLY, KY	POGUE CHEVROLET BUICK GMC #2 POWDERLY, KY	DON MOORE CHEVROLET OWENSBORO, KY	HENDERSON CHEVROLET HENDERSON, KY
BID REFERENCE NO.:	16-21							
DATE BID OPENED:	08/02/16							
APPROVAL DATE:	_____							
ACCEPTANCE FORM SENT:	_____							
Item A: One (1) Small Size AWD SUV, per specifications (delivered to Henderson)	\$22,185.00	\$21,456.50	\$22,846.00	\$22,490.80	\$22,490.80	\$23,818.00	\$23,450.00	
Item B: One (1) Mid-Size Four Door Sedan, per specifications (delivered to Henderson)	\$17,400.00	\$18,709.00	\$18,649.40	\$20,501.65	\$22,004.60	\$20,801.00	\$22,605.00	
Total Bid Price A & B	\$39,585.00	\$40,165.50	\$41,495.40	\$42,992.45	\$44,495.40	\$44,619.00	\$46,055.00	
Other Bidders Contacted:						Bids Opened & Recorded By:		Bids Reviewed By:
Moore Ford-Mercury; Expressway Auto World; Audubon Chrysler Center; Dempewolf Ford Lincoln-Mercury; Paul Miller Ford; Wildcat Ford; Jones Auto Group; Ruxer Auto; Uebelhor & Sons; Bob Hook Chevrolet; Freedom Dodge Chrysler Jeep; Bachman Auto Group; Steve Jones Chrysler Jeep Dodge;						<i>Penny N. Hahn</i> Penny Hahn Cindy Bickwermert <i>Cindy Bickwermert</i>		Robert Gunter Brian Williams

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 16-21

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

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

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

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

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

Bids will be awarded to the lowest total bid price for Item A plus Item B, all or none.

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

Item A: One (1) New 2016 or 2017 Model Year AWD Chevy Equinox, Ford Escape or equivalent small SUV

The following options shall be included in the bid price:

- 4 Door
- Engine (minimum) – 2.4 Liter
- Wheelbase (minimum) – 105”
- Length (minimum) – 178”
- AWD
- Transmission – automatic
- A/C
- Power antilock brakes
- Cruise control
- Power windows, locks and remote
- Dual power outside mirrors
- Rear window defroster
- Tilt wheel
- AM/FM radio
- Compact spare tire
- Seats: cloth front & rear
- Full carpet with all weather rubber floor mats
- Rubber cargo area protector mat
- Color: white

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 2

Item B: One (1) New 2016 or 2017 Model year Mid-Size Four Door Sedan

The following options shall be included in the bid price:

- Engine (minimum) – 2.5 Liter
- Wheelbase (minimum) – 107”
- Length (minimum) – 190”
- Transmission – automatic
- A/C
- Power antilock brakes
- Cruise control
- Power windows, locks and remote
- Tilt wheel
- AM/FM radio
- Full wheel covers or chrome/aluminum wheels
- Compact spare tire
- Seats: cloth front & rear
- Full carpet with carpet floor mats front and rear
- Color: white

- End of Section –

MUNICIPAL ORDER _____

MUNICIPAL ORDER AWARDING BID FOR THE PURCHASE OF
A SMALL SUV AND A MID- SIZE FOUR DOOR SEDAN TO TOWN
AND COUNTRY FORD OF EVANSVILLE, INDIANA, IN THE TOTAL
AMOUNT OF \$39,585.00

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of a small SUV for the Public Works Department and a mid-size four door sedan for the finance department; and

WHEREAS, bids were submitted to the City of Henderson pursuant to said invitations, and were publicly opened on August 2, 2016, with Town and Country Ford of Evansville, Indiana submitting the best bid which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Town and Country Ford, 7720 E. Division Street, Evansville, Indiana 47715 for the purchase of a small SUV for the public works department, and a mid-size four door sedan for the finance department, in the total amount of \$39,585.00, in strict accordance with their bid as submitted pursuant to Bid Reference 16-21.

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

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING and Mayor Austin, affixed his signature and the date thereto and ordered that the same

ATTEST:

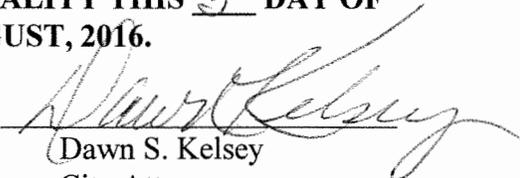
Steve Austin, Mayor

Date: _____

Maree Collins, City Clerk

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

By: _____


Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-176

August 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: Municipal Order Approving Change Order #1 to Q & S Contracting, Inc. Contract for Drive-Thru Canopy Driving Surface Improvements

The accompanying municipal order approves Change Order #1 to the Q & S Contracting, Inc. Contract for drive-thru canopy driving surface improvements in the amount of \$4,456.00.

As detailed in the attached Public Works Memorandum 16-02 inspection of the canopy driving surface area indicated that repairs would be necessary in the near future and it was determined that having a 6" thick concrete apron installed for both lanes of the drive-through area would be the best maintenance solution.

Sufficient funds are available in the Fiscal Year 2017 budget to accommodate this change order. Your approval of the attached municipal order is requested.

c: Buzzy Newman
Dylan Ward
Brian Williams
Robert Gunter

Public Works Department Memorandum
16-02

August 4, 2016

TO: Russell Sights, City Manager

FROM: Dylan Ward, Public Works Engineer

THRU: William Newman, Assistant City Manager *WJN*

SUBJECT: Bid Reference 16-14, Design & Construction of a New Drive-Thru Canopy
Change Order #1

Before construction of the new drive-thru canopy commenced, the question was raised about the roadway surface underneath the canopy. The original bid package, and therefore our contract with Q&S Contracting, did not include making any improvements to the driving surface.

Upon further inspection of the existing asphalt surface in the drive-thru lane, the question was raised as to how this asphalt surface would be maintained once the canopy was constructed. It was noticed that the existing asphalt in the driving lane had already begun to rut, ravel, and deteriorate because of the high traffic volume.

Therefore, Mr. Newman and I agreed that repairs would need to be made to this driving surface in the near future, and that with the new canopy installed, there would be no easy way to mill and pave underneath the canopy. We decided that pouring a 6" thick concrete apron for both lanes of traffic would be the best maintenance solution. The concrete apron would be expected to last much longer than an asphalt surface before major maintenance would be required. In addition, the concrete apron would better resist deterioration that was evident on the existing asphalt surface that resulted from the starting and stopping of vehicles at the drive-thru window.

The additional work and material associated with pouring a concrete apron for both lanes of traffic under the drive-thru canopy is \$4,456.00. Adequate money has been budgeted for this project to accommodate this change request and we request approval to process Change Order #1 for Bid Reference 16-14, Design & Construction of a New Drive-Thru Canopy.

Invoice

Q & S Contracting, Inc.
P.O. Box 347
Sebree, KY 42455

Date	Invoice#
7/25/2016	211615-A1

Bill To
City of Henderson 222 First Street Henderson, KY 42420

P.O. No.	Terms	Project
Bid Ref. #16-14		
Change Order #1		

Quantity	Description	Rate	Amount
	Design & Construction of a New Drive-Thru Canopy Per Contract dated July 30th, 2016		
	Additional Concrete Pad @ new Canopy per Change Order #1		\$ 4,456.00
	10% Retainage (held until project complete)		\$ 445.60
Total			\$ 4,010.40

MUNICIPAL ORDER. _____

MUNICIPAL ORDER APPROVING CHANGE ORDER #1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF HENDERSON AND Q&S CONTRACTING, INC. REGARDING THE DRIVE-THRU CANOPY PROJECT FOR THE MUNICIPAL CENTER'S FINANCE DEPARTMENT, IN THE AMOUNT OF \$4,456.00

WHEREAS, the City of Henderson and Q&S Contracting, Inc. are parties to a contract relating to the design and construction of a new drive-thru canopy for the Municipal Center's Finance Department; and

WHEREAS, the parties have agreed to certain modifications to the contract necessitating Change Order #1, for additional work and materials associated with pouring a concrete apron for both lanes of traffic under the drive-thru canopy.

NOW, THEREFORE, BE IT RESOLVED, by the City of Henderson, Kentucky, that Change Order #1 to the construction contract in the amount of \$4,456.00 is hereby approved and the mayor is authorized and directed to execute the change order on behalf of the City.

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

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING and Mayor Austin, 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 ____ DAY OF AUGUST, 2016.

By: _____
Dawn S. Kelsey
City Attorney

City Commission Memorandum
16-177

August 5, 2016

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: Utility Easement Agreement with Crown Castle Towers; Tower License Agreement with Crown Castle South; and Master Lease Option Agreement with Crown Castle South

The accompanying resolution and municipal order authorizes the Mayor to execute a Utility Easement Agreement with Crown Castle Towers, as well as a Governmental Tower License Agreement and a Master Lease Option Agreement with Crown Castle South.

If approved, the City will grant to Crown Castle a non-exclusive utility easement for the installation, operation, and maintenance of a communication tower located at the new Municipal Service Center property. The Governmental Entity Tower License Agreement will allow the City and County to place 9-1-1 equipment on Crown Castle's Sugar Tree Tower located in the County; and the Master Lease Option Agreement will allow Crown Castle to place three collocations on the 9-1-1 Tower at the Municipal Service Center free of charge and to share fifty percent of the revenue for any additional collocations placed on the 9-1-1 tower.

Your approval of the attached resolution and municipal order is requested.

c: Dawn Kelsey
Buzzy Newman

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is entered into _____, 2016 (the "Effective Date"), by and between the City of Henderson, Kentucky, an Kentucky municipal corporation (the "City") and CROWN CASTLE TOWERS 06-2, LLC, a Delaware Limited Liability Company (the "Lessee"). All of the capitalized terms not otherwise defined in this Agreement shall have the same respective meanings as contained in the Lease Agreement.

RECITALS

A. The City owns certain real property commonly known as the Henderson Municipal Services Center, located at 1449 Corporate Court, Henderson, KY 42420, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

B. The City and the Lessee entered into a Tower Lease Agreement, dated _____ (the "Lease Agreement"), for the construction, operation and maintenance of the Communication Facilities on the Property

C. The City and the Lessee desire to enter into this Agreement whereby the City shall grant Lessee a non-exclusive utility easement (the "Utility Easement") over or along a portion of the Property upon the terms and conditions set forth in this Agreement and as described and depicted on Exhibit A (the "Easement Area") for all purposes necessary to provide utility services necessary for operation of the Communication Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Lessee hereby agree as follows:

1. Utility Easements. The City hereby grants to Lessee a non-exclusive utility easement for the installation, operation, and maintenance of a communication tower and any necessary cables/conduits or other appurtenances necessary for said construction, operation or maintenance in the Easement Area as described and depicted on Exhibit A.

2. Term. The initial term of the Utility Easement shall commence on the Commencement Date of the Lease Agreement and shall terminate on the date of expiration of the Lease Agreement. This Agreement shall only be valid for such times as the Lease Agreement is in full force and effect. In the event that the Lease Agreement is terminated at any time, whether during the Initial Term or any extension thereof, this Agreement shall automatically terminate without further act of either the City or the Lessee.

3. Maintenance and Use of Utility Easements. Lessee shall not maintain the Easement Area in a manner that impairs the ability or capacity of the City to fully utilize the Property. Lessee shall be responsible for, at its sole cost and expense, the repair of any damage or disturbance, to the extent caused by Lessee, to the City's property, real or personal.

4. Liens and Encumbrances. Lessee represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the Communication Facilities on the Easement Area or the use of the Easement Area by Lessee.

5. Insurance and Indemnity. Lessee agrees to obtain and provide insurance in accordance with the terms of the Lease Agreement and to indemnify the City for all matters covered therein as such may apply to the use of the Utility Easement.

6. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Henderson 222 1 st Street Henderson, KY 42420 Attn: Russell Sights, City Manager
-----------------	--

If to Lessee:	Crown Castle Towers 06-2, LLC 1220 Augusta Drive Suite 600 Houston, TX 77057
---------------	--

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7. No Assignment. Except as provided for herein, Lessee may not assign its interest in this Agreement or sublease any portion of the Utilities Easements at any time without the prior written consent of City, which may be withheld in the City's sole and absolute discretion. Any attempted assignment or sublease by Lessee in violation of this provision shall be a breach of this Agreement by Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the City to the

Lessee's principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of Lessee's assets. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. No assignment shall be deemed to release Lessee from its obligations hereunder.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

9. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

10. Additional Easements. Nothing contained in this Agreement shall prohibit the City from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Property to the owners of properties which abut the Property or to government or quasi-governmental agencies; provided however, that no such additional rights or easements shall impair the Lessee's use of the Utility Easements herein granted.

11. Reservation of Rights. City hereby reserves all such rights and privileges in the Property as may be used and enjoyed by the City without interfering with or abridging the rights conveyed to the Lessee.

12. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

13. Entire Agreement. This instrument contains the entire agreement between the parties relating to the use of the Utility Easements by the Lessee. Any oral representations or modifications concerning this instrument shall be of no force or effect, except for subsequent modifications in writing, signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of _____, 2016.

CITY OF HENDERSON

By _____
Steve Austin, Mayor

ATTEST

Maree Collins, City Clerk

CROWN CASTLE TOWERS 06-2, LLC

By _____

STATEOF KENTUCKY
COUNTYOF HENDERSON... SCT.

The foregoing instrument was signed and acknowledged before me, a Notary Public, by Steve Austin and Maree Collins, known to me to be the Mayor and City Clerk, respectively, of the City of Henderson, Kentucky, a municipal corporation, this ____ day of _____, 2016.

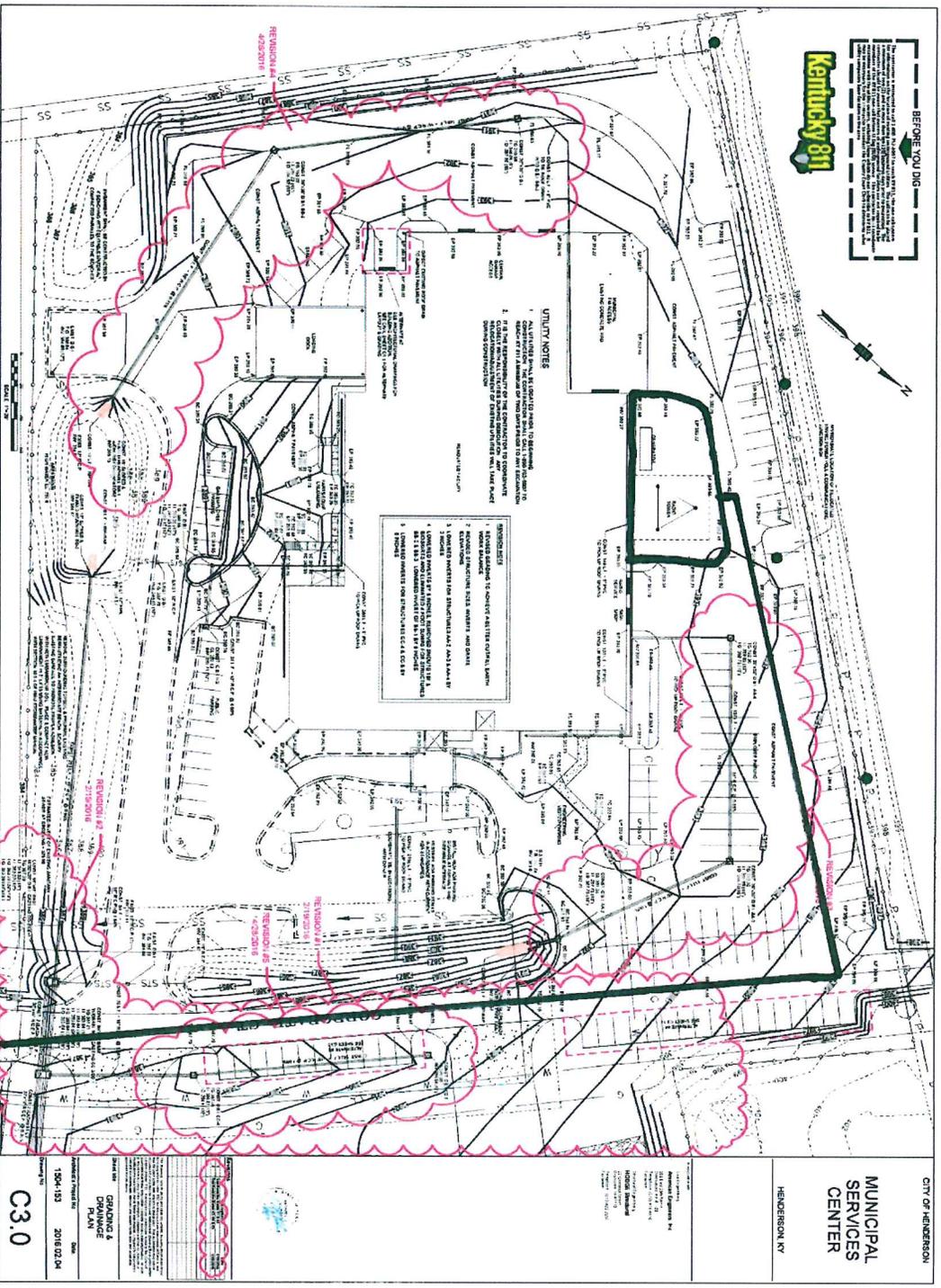
Notary Public, State at Large
My Commission Expires: _____

STATEOF _____
COUNTYOF _____... SCT.

The foregoing instrument was signed and acknowledged before me, a Notary Public, by _____, as _____ of Crown Castle Towers 06-2, LLC, this ____ day of _____, 2016.

Notary Public, State at Large
My Commission Expires: _____

EXHIBIT A
 Crowne Castle / City of Henderson
 MSC Tower Site



RESOLUTION NO. _____

RESOLUTION ACCEPTING UTILITY EASEMENT AGREEMENT
BETWEEN THE CITY OF HENDERSON AND CROWN CASTLE TOWERS 06-2,
LLC, AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT

WHEREAS, the City of Henderson, Kentucky owns certain real property located at 1449 Corporate Court, known as the Municipal Services Center; and

WHEREAS, the City of Henderson ("City") and Crown Castle ("Lessee") entered into a Tower Lease Agreement for the construction, operation and maintenance of the Communication Facilities to be located on the above stated property; and

WHEREAS, the City and the Lessee desire to enter into an agreement whereby the City shall grant to the Lessee a non-exclusive utility easement as set forth in the attached Utility Easement Agreement.

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 Utility Easement Agreement with Crown Castle Towers 06-2, LLC, 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 Mills: _____	Commissioner Royster: _____
Commissioner Johnston: _____	Mayor Austin: _____
Commissioner Hite: _____	

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 ____ DAY OF
AUGUST, 2016.**

By: _____
Dawn S. Kelsey
City Attorney



Customer Site Name: N/A
801192
Customer Site No.: N/A

Crown Site Name: KY Sugar Tree
JDE Business Unit: 801192
License Identifier: 509473

GOVERNMENT ENTITY TOWER LICENSE AGREEMENT
(for co-location with no Basic Payments due to Licensor)

THIS GOVERNMENT ENTITY TOWER LICENSE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, _____ (the "Effective Date") between Crown Castle South LLC, a Delaware limited liability company(Crown Castle South Inc., a Delaware corporation, was converted pursuant to Delaware law to Crown Castle South LLC, a Delaware limited liability company, effective December 31, 2001), with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and City of Henderson KY, a municipal corporation duly organized and existing under the laws of Commonwealth of Kentucky, with its principal office at 222 First Street, Henderson, Henderson County, Kentucky 42420, and Henderson County, a county duly organized and existing under the laws of the Commonwealth of Kentucky, with its principal office at 20 North Main Street, Henderson, Kentucky, 42420 (collectively, "Licensee").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" Any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"AM Detuning Study" A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern, as described in Section 2.3 below.

"Closeout Documentation" As-built drawings and other installation documentation required by Licensor, as described in Section 2.6 below.

"Conveyance" Including, without limitation, any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Equipment" Licensee's communications equipment including, but not limited to Licensee's antennas, cables, connectors, wires, radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other personal property.

"FCC" The Federal Communications Commission.

"Government Entity" Any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

“Intermodulation Study” A study to determine whether an RF interference problem may arise, as described in Section 2.3 below.

Prepared by: T. Howe
Prepared on: June 23, 2016
Revised on:

“Intermodulation Study Fee” The fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Lender” Any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Space” That portion of the Site which is licensed to Licensee hereunder.

“Licensee” The party named as “Licensee” in the first paragraph hereof and its successors in interest.

“Licensor” The party named as “Licensor” in the first paragraph hereof and its successors in interest.

“Master Lease Option Agreement” That certain agreement dated even herewith between Crown Castle Towers 06-2 LLC and the City of Henderson and Henderson County regarding the tower site located near 1449 Corporate Court, Henderson, KY, 42420.

“Modification” (i) Any modification to the Equipment as specified herein or an approved Site Engineering Application; (ii) any alterations in the frequency ranges or FCC licensed allocation or power levels specified in the approved Site Engineering Application; (iii) any change in Licensee’s technology protocol (e.g., GSM, CDMA, TDMA, iDEN, etc.); (iv) any addition of Equipment or occupation of additional space, or relocation of Equipment on the tower or on the ground, or relocation of ground space or equipment shelter space; or (v) any repair to the Equipment that affects tower loading capacity.

“Modification Application Fee” The fee payable by Licensee to Licensor in the amount of Five Hundred and 00/100 Dollars (\$500.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application.

“Prime Lease” The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Licensor derives its rights in the Site and/or which contain(s) restrictions on use of the Site, as described in Article 18 below.

“Pro Rata Share” The fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%).

“Regulatory Compliance Costs” The reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable law, regulation, rule, guideline, directive or requirement promulgated by a Government Entity.

“RF” Radio frequency.

Prepared by: T. Howe
Prepared on: June 23, 2016
Revised on:

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
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“Security Instrument” Any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

“Site” The property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Site Application Fee” The fee paid by Licensee to Licensor to evaluate a Site Engineering Application to determine whether the tower and Site have sufficient capacity to accommodate the Equipment.

“Site Engineering Application” The application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application is attached to, and incorporated into, this Agreement as part of **Exhibit B**.

“Site Plan” The site plan referred to in Section 2.2 below, a copy of which is attached hereto as **Exhibit C**.

“Site Rules” The “Site Rules”, or its successor, issued by Licensor from time to time, as described in Section 2.2 below.

“Structural Analysis” An engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed Equipment, which analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Structural Analysis Fee” The fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis.

“Subsequent Use” Any installation or modification to Licensor’s or another user’s equipment subsequent to the installation or modification of the Equipment as described in Section 6.1 below.

“Term” The term of this Agreement, as set forth in Article 4 below.

“Term Commencement Date” Upon full execution of this Agreement.

“Tower Level Drawing” The tower level drawing referred to in Section 2.2 below, a copy of which is attached hereto as part of **Exhibit B**.

“Work” The installation of Equipment or construction of an approved Modification to Equipment at the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of Henderson, the County of Henderson, and the Commonwealth of Kentucky, which is described in **Exhibit A** hereto.

Prepared by: T. Howe

Prepared on: June 23, 2016

3

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment at the Site within the Licensed Space, as such Equipment and Licensed Space is described in, and subject to, the approved Site Engineering Application and Tower Level Drawing attached hereto as **Exhibit B** and as shown in the Site Plan attached hereto as **Exhibit C**. Such license is subject to the Site Rules and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**. If Licensee fails to install the total number of permitted antennas and transmission lines as described in **Exhibit B** and **Exhibit C** within one hundred eighty (180) days of commencement of its initial installation of Equipment, the right to install any such antennas and lines not installed shall be deemed waived. No capacity or rights will be reserved for future installation of such Equipment after such one hundred eighty (180) day period.

2.3 **Application for Modifications.** Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the cost thereof. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment.

2.4 **Conditions Precedent to Installation of Equipment or Modification.** Notwithstanding anything to the contrary herein, the parties agree that Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease to allow Licensor to license the Licensed Space to Licensee; (ii) a Site Engineering Application has been approved by Licensor; (iii) the Site Application Fee, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study (if any) have been paid; (iv) Licensee has received all required permits (if any) for its installation of, or Modification to, the Equipment and all required regulatory or governmental approvals of Licensee's proposed use of the Site, and Licensor has received, reviewed, and accepted copies of such required permits (if any) and such required regulatory or governmental approvals; and (v) Licensor has received a waiver of any applicable rights of first refusal in and to the space or Licensed Space that Licensee identifies in the Site Engineering Application. With respect to Licensee's initial installation of Equipment at the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days of the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party, unless and until all applicable conditions precedent are thereafter satisfied. Upon satisfaction of all conditions precedent, Licensor shall provide written notice to Licensee to confirm said satisfaction.

2.5 **Performance of Work.** Licensee may engage Licensor to install Licensee's Equipment, and to make approved Modifications to Licensee's Equipment pursuant to this Article 2 (the "Work"), upon terms mutually agreed upon by the parties in writing; provided, however, in the event that Licensee does not engage Licensor to perform the Work, Licensee shall (i) only engage a vendor approved by Licensor to perform the Work and (ii) pay to Licensor One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) upon completion of the Work for the purpose of defraying the cost associated with Licensor's inspection of the Work. Notwithstanding Licensor's inspection of any Work not performed by Licensor, Licensor shall in no way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Site Rules.

2.6 **Closeout Documentation.** In the event that Licensee engages Licensor to perform any Work for Licensee, Licensor shall provide to Licensee all Closeout Documentation within forty-five (45) days of completion of the Work. In the event that Licensee does not engage Licensor to perform any Work for Licensee and Licensee engages a vendor approved by Licensor to perform the Work in accordance with Section 2.5, Licensee shall provide to Licensor all Closeout Documentation within forty-five (45) days of completion of the Work; provided, however, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day

Prepared by: T. Howe

Prepared on: June 23, 2016

4

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

period, Licensee shall pay to Licensor One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder.

ACCESS, USE OF SITE

3.1 **Access to Site.** Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area.

3.2 **Authorized Persons; Safety of Personnel.** Licensee's right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, or persons under their direct supervision. Licensee shall not allow any person to climb a tower without ensuring that such person works for a vendor approved by Licensor for the subject work.

3.3 **Notice to District Manager.** Licensee agrees to provide Licensor's designated District Manager (or other designated person) prior notice of any access to be made by Licensee to the Site, except in the event of an emergency, in which event Licensee shall provide notice within twenty-four (24) hours following such emergency access. For the purposes hereof, an emergency shall be deemed to be a situation that reasonably appears to present an imminent risk of bodily injury or property damage.

3.4 **Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.

3.5 **Permits, Authorizations and Licenses.** Licensee shall be solely responsible for obtaining, at its own expense, all permits, authorizations and licenses associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 **Zoning Approval.** Licensee must provide Licensor with copies of any zoning application or amendment that Licensee submits to the applicable zoning authority in relation to its installation or modification of Equipment at the Site, at least seventy-two (72) hours prior to submission to the applicable zoning authority. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment and/or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Licensee agrees that any Modification, or change in use of the Licensed Space, as approved herein, requires an amendment hereto which may entitle Licensor to compensation. Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as allocated by Licensor.

4. TERM

Prepared by: T. Howe

Prepared on: June 23, 2016

5

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

4.1 **Term of Agreement.** The term of this Agreement shall commence on the Term Commencement Date and continue for a period of five (5) year(s), ending on the day immediately prior to the eighth (8th) anniversary of the Term Commencement Date at twelve o'clock (12:00 p.m.) EST (the "Term").

4.2 **Automatic Term Renewal.** The Term shall automatically extend for five (5) renewal period(s) of five (5) year(s) each unless either party provides written notice to the other of its election not to renew the Term, at least one hundred eighty (365) days prior to the end of the current Term.

4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if Licensor's rights in the Site are derived from a Prime Lease, then the Term shall continue and remain in effect only as long as Licensor retains its interest under said Prime Lease.

4.4 **Effect of Master Lease Option Agreement.** For the sake of clarity, Licensor and Licensee acknowledge and agree that the Term of this Agreement shall continue to remain in effect if the Master Lease Option Agreement or any Site Lease Acknowledgments made pursuant thereto expires or is otherwise terminated.

5. CONSIDERATION

5.1 **Consideration.** Licensor and Licensee acknowledge and agree, notwithstanding §5.3 and §5.4 herein, the consideration for entering into this Agreement shall be the execution of the Master Lease Option Agreement.

5.2 INTENTIONALLY DELETED

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same.

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity or to Licensor if Licensor is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by any Government Entity against the Equipment and/or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site or against Licensor's improvements thereon. Licensor shall provide notice of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, its Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

6. INTERFERENCE

6.1 **Interference to Licensee's Operations.** Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the Site controlled or owned by Licensor, whose equipment is installed or modified subsequently to Licensee's Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify Licensor in writing of such RF interference and Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be caused by a Subsequent

Prepared by: T. Howe

Prepared on: June 23, 2016

6

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference. Licensor further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Equipment following receipt of a notice of such interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor and/or other pre-existing uses of users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 Relocation of Equipment at Licensor's Option. Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 INTENTIONALLY DELETED

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. MUTUAL INDEMNIFICATION

Each party shall indemnify, defend and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of the indemnifying party's and/or any of its contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site.

Prepared by: T. Howe

Prepared on: June 23, 2016

7

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. Licensee shall ensure that its policy, and that its independent contractors' policies, be endorsed to cover Licensor as an additional insured on a primary and non-contributory basis with Licensor's policies on a form that does not exclude the concurrent negligence of the additional insured. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensor) shall obtain the following insurance coverage: (i) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including, but not limited to, coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; (iv) umbrella liability insurance of \$5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located. All policies required to be provided pursuant to this section shall contain a waiver of subrogation in favor of Licensor. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall agree to provide a copy of said policies upon receipt of written request by Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, Licensor shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy shall be the aforementioned right to terminate this Agreement. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site shall be taken under the power of eminent domain Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Prepared by: T. Howe

Prepared on: June 23, 2016

8

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

Either of the following shall constitute an event of default hereunder: (i) Licensee's failure to either pay any amount due hereunder within ten (10) days of written notice from Licensor that said payment is delinquent; or (ii) either party's failure to cure any breach of any covenant of such party (not related to timeliness of payments) herein within thirty (30) days of written notice the non-breaching party of said breach; provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law. Except as otherwise provided in this Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor if it will house batteries or fuel tanks at the Site. The use of any other hazardous chemicals at the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals at the Site.

15. GOVERNING LAW, VENUE

The laws of the state where the Site is located, regardless of conflict of law principles, shall govern this Agreement

Any party to this Agreement may require the dispute be submitted to non-binding mediation with the exclusive location for said mediation to be located in Henderson, Kentucky, Owensboro, Kentucky or Evansville, Indiana. The parties to this Agreement shall select a mediator by agreement and, if no agreement can be reached, each party shall select one mediator who will then, in turn, agree to a mediator. The costs associated with the mediation shall be divided equally amongst the parties, excluding expenses incurred by each party, such as each parties' attorney fees,. Non-binding mediation shall not be the sole means to settling any such dispute. Once non-binding mediation has been unsuccessful, any party shall be entitled to file suit in any court sitting in Henderson County, Commonwealth of Kentucky, that has general jurisdiction of the subject matter.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Any such assignment shall be evidenced by a form provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

17. NOTICES

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

Prepared by: T. Howe

Prepared on: June 23, 2016

9

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

As to Licensee: City of Henderson KY
222 First Street
Henderson, KY 42420
Telephone Number: (270) 831-1290 x217
Facsimile Number: N/A

With an additional notice to: County of Henderson
20 North Main Street
Henderson, KY 42420
Telephone Number:
Facsimile Number:

As to Licensor: Crown Castle South LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000
Facsimile Number: (724) 416-2353

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE AGREEMENT

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease. A redacted copy of the Prime Lease is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, grantee or licensee as set forth in the Prime Lease to the extent they are applicable to the access to and use of the Site.

19. TERMINATION

19.1 Withdrawal or Termination of Approval or Permit. In the event any previously approved zoning or other permit of a Government Entity affecting the use of the Site as a communications facility is withdrawn or terminated, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

19.2 Termination of Prime Lease. In the event that the Prime Lease terminates for any reason, this Agreement shall be deemed to have terminated effective as of the date of the termination of the Prime Lease.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that except to the extent required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the

Prepared by: T. Howe

Prepared on: June 23, 2016

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement to any of its lenders or creditors or to third parties that are existing or potential lessees or licensees of space at the Site as may be reasonably necessary with respect to the operation, leasing, licensing and marketing of the Site, including, without limitation, terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests and terms relating to Licensee's Equipment installed, or to be installed, on the tower for the purposes of structural analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 **Subordination.** Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) the Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 **Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 **Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

[Remainder of Page Intentionally Left Blank]

Prepared by: T. Howe

Prepared on: June 23, 2016

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Licensor

Crown Castle South LLC

By: _____
Print Name: _____
Title: _____

Date: _____

Licensee

City of Henderson KY

By: _____
Print Name: _____
Title: _____

Date: _____

Henderson County

By: _____
Print Name: _____
Title: _____

Date: _____

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

EXHIBIT A to Government Entity Tower License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

See Attached

Prepared by: T. Howe
Prepared on: June 23, 2016
Revised on:
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

EXHIBIT B to Government Entity Tower License Agreement

APPROVED SITE ENGINEERING APPLICATION AND TOWER LEVEL DRAWING

See Attached

Prepared by: T. Howe

Prepared on: June 23, 2016

14

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

EXHIBIT C to Government Entity Tower License Agreement

**SITE PLAN; LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER INSTALLATION AT THE SITE**

See Attached

Prepared by: T. Howe
Prepared on: June 23, 2016
Revised on:
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: KY Sugar Tree 801192
JDE Business Unit: 801192
License Identifier: 509473

EXHIBIT D to Government Entity Tower License Agreement

PRIME LEASE AGREEMENT

See Attached

Prepared by: T. Howe

Prepared on: June 23, 2016

16

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

**Master Lease Option Agreement
Crown Castle South, LLC**

This Agreement will be sent under separate cover.

MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER ACCEPTING GOVERNMENTAL ENTITY TOWER LICENSE AGREEMENT FROM CROWN CASTLE SOUTH, LLC FOR THE CITY OF HENDERSON AND HENDERSON COUNTY TO PLACE 911 EQUIPMENT ON CROWN CASTLE'S SUGAR TREE TOWER AND ACCEPTING MASTER LEASE OPTION BETWEEN CROWN CASTLE SOUTH, LLC, ,THE CITY OF HENDERSON AND HENDERSON COUNTY TO ALLOW CROWN CASTLE TO PLACE ON THE 911 TOWER AT THE MUNICIPAL SERVICE CENTER THREE COLLOCATION FREE OF CHARGE AND TO SHARE FIFTY (50%) OF THE REVENUE FOR ANY ADDITIONAL COLLOCATION PLACED ON THE 911 TOWER.

WHEREAS, the City of Henderson (hereinafter "City") and the Henderson County Fiscal Court (hereinafter "County") are replacing the current 911 system.

WHEREAS, Crown Castle South, LLC (hereinafter "Crown Castle") has a tower located in the Smith Mills/Corydon area known as the "Sugar Tree Tower".

WHEREAS, the City and County desire to place 911 equipment on the "Sugar Tree Tower" to avoid having to build a new 911 tower; and

WHEREAS, Crown Castle has agreed to allow the 911 equipment to be placed on the "Sugar Tree Tower" in exchange for the same amount of space on the new 911 tower being built at the City's Municipal Service Center, 1449 Corporate Court, Henderson, KY 42420.

WHEREAS, Crown Castle has also agreed to market the remaining space on the new 911 tower and to share with the City and the County fifty percent (50%) of the revenue of the remaining space rented on the tower.

WHEREAS, the City Manager recommends that the City enter into these agreements.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF HENDERSON, KENTUCKY, that the recommendation of the City Manager is approved, and the Mayor is hereby given authority to execute the Governmental Tower License Agreement and the Master Lease Option Agreement on the condition that the Henderson County Fiscal Court agree to enter into both Agreements.

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 Mills: _____
Commissioner Johnston: _____
Commissioner Hite: _____

Commissioner Royster: _____
Mayor Austin: _____

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING and Mayor Austin, 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 ____ DAY OF
AUGUST 2016.**

By: _____
Dawn S. Kelsey
City Attorney

**City Commission Memorandum
16-179**

August 5, 2016

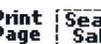
TO: Mayor Steve Austin and the Board of Commissioners
FROM: Russell R. Sights, City Manager *RS/ld*
SUBJECT: Purchase of Property – Airport Board

The accompanying resolution authorizes the joint purchase with Henderson County of land to be managed by the Henderson City-County Air Board. The purchase consists of: a lot located on the South side of Ky. 136 on the Eastern edge of Geneva, Kentucky, in Henderson County, known as 2774 Highway 136 West.

The property will be used for future expansion and improvement to the airport. The Air Board negotiated the purchase terms of this property. Henderson Fiscal Court is expected to approve the purchase at an upcoming meeting.

No new funding is required of either the City or the County. The Air Board will utilize reserves for payment of this purchase. Your approval of the attached resolution is requested.

c: Buzzy Newman
Chris Hopgood
Brad Schneider

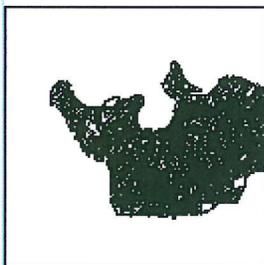


Additional Options

Controls

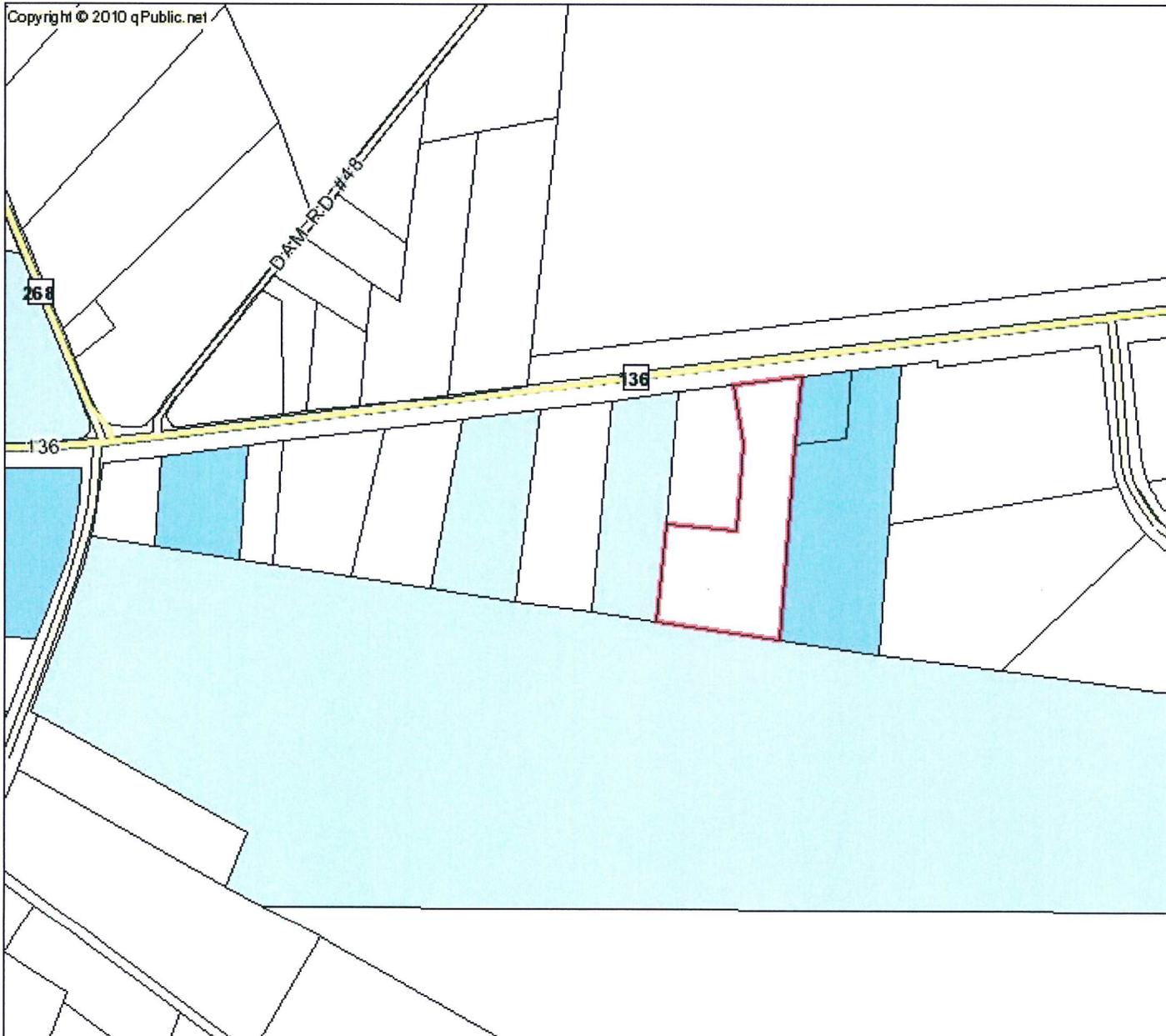
Show layers:

- Parcels
- Roads
- Address Numbers
- Elevation
- Lakes & Rivers
- Yearly Sales
- Parcel Numbers
- Aerial Photos



1:2,452

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RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A TRACT
OF LAND BY THE CITY-COUNTY AIRPORT BOARD FOR
THE PURCHASE PRICE OF \$25,000.00 , AND AUTHORIZING
MAYOR TO EXECUTE DEED FOR PURCHASE ON BEHALF
OF THE CITY

WHEREAS, the Henderson City-County Airport Board purchased a tract of land with Airport reserves in the amount of \$25,000; and

WHEREAS, the land will provide additional access to the facility off of Highway 136; and

WHEREAS, the purchase of the land from Deland Hager, and his wife, Jenna Hager, 2774 Highway 136 W., Henderson, KY , will be owned jointly by the City and County.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the purchase of the tract of land as stated in the deed attached hereto is hereby approved, and the Mayor is authorized to execute the deed and other necessary documents for the purchase 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 Mills: _____ Commissioner Royster: _____
Commissioner Johnston: _____ Mayor Austin: _____
Commissioner Hite: _____

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 ____ DAY OF
AUGUST, 2016.**

By: _____
Dawn S. Kelsey
City Attorney

THIS DEED made and entered into this ____ day of _____, 2016,
by and between **DELAND HAGER and wife, JEANA HAGER**, whose address is 2774 Highway 136
W., Henderson, Kentucky 42420, party of the first part, **GRANTORS**, and **CITY OF HENDERSON,**
KENTUCKY, a municipal corporation, whose address is P.O. Box 716, Henderson, Kentucky 42419,
and **HENDERSON COUNTY, KENTUCKY, a political subdivision of the Commonwealth of**
Kentucky, whose address is Henderson County Courthouse, Henderson, KY 42420, parties of the
second part, **GRANTEES**;

WITNESSETH: That for and in consideration of the sum of **\$25,000.00**, cash in hand
paid, the receipt and sufficiency of which is hereby acknowledged, Grantors, **DELAND HAGER and**
wife, JEANA HAGER, do hereby transfer, sell and convey unto Grantees, **CITY OF HENDERSON,**
KENTUCKY and **HENDERSON COUNTY, KENTUCKY**, jointly and as equal tenants in common,
its successors and/or assigns, in fee simple forever, the following described real property located in
Henderson County, Kentucky, more particularly described as follows, to-wit:

A lot located on the South side of Ky. 136 on the Easter edge of
Geneva, Ky. In Henderson County, being the original Mildred
Pippin lot (D.B. 119-392) less 2 lots off.

Beginning at an iron pin located on the South line of Ky. 136 East
of Geneva, being 35 feet from center line and 175 feet from the
Northwest corner of Carl Amiet; thence S 0-16 E 454.0 feet with
West lines of Nellie Pippin and John H. Edwards to an iron pin in
line of H.E. Ginger; thence with line of Ginger N 87-29 W 210.0
feet to an iron pin at corner to Mrs. John Van Cleve; thence with
East line of Van Cleve N 0-58 W 169.0 feet to an iron pin at
Southwest corner of Lot of Susan T. Reynolds; thence around
Reynolds Lot N 88-35 E 122.0 feet to an iron pin and N 16-00 W
100.00 feet to an iron pin in the South line of Ky. 136.35 feet from
center line; thence N 76-45 E 116.5 feet to the point of beginning
and containing 1.403 acres.

Being the same real property conveyed to Deland Hager, by deed from Phelps L. Lambert, Trustee for Anne Marie Lambert, Phelps L. Lambert, Trustee for Darrel Wayne Lambert, Anne Marie Lambert, unmarried, and Darrel Wayne Lambert and wife, Leslie A. Lambert, dated July 19, 2016, recorded in Deed Book 618, page 288, in the Henderson County Clerk's Office.

Subject to all restrictions, easements, rights-of-way and prior mineral reservations of record.

The 2016 property tax bills shall be mailed to **City of Henderson, P.O. Box 716, Henderson, KY 42419.**

TO HAVE AND TO HOLD the above described real property with the appurtenances thereunto pertaining unto **CITY OF HENDERSON, KENTUCKY and HENDERSON COUNTY, KENTUCKY**, jointly and as equal tenants in common, its successors and/or assigns, in fee simple forever, with covenant of General Warranty, subject to all restrictions, easements, rights-of-way and prior mineral reservations of record, all contingent rights being released.

We, **DELAND HAGER and wife, JEANA HAGER**, GRANTOR, and **CITY OF HENDERSON, KENTUCKY and HENDERSON COUNTY, KENTUCKY**, GRANTEES, do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration in the amount of **\$25,000.00**, is the true, correct and full consideration paid for the property herein conveyed.

IN TESTIMONY WHEREOF, witness the hands of the Grantor and Grantee this day and date first above written.

Deland Hager
DELAND HAGER, GRANTOR

Jeana Hager
JEANA HAGER, GRANTOR

CITY OF HENDERSON, KENTUCKY, GRANTEE

By: _____
Steve Austin, Mayor

HENDERSON COUNTY, KENTUCKY, GRANTEE

By: _____
Brad Schneider, Henderson County Judge Executive

STATE OF KENTUCKY

COUNTY OF HENDERSON

The foregoing instrument was acknowledged, subscribed and sworn to before me by
DELAND HAGER and wife, JEANA HAGER, this 4th day of August, 2016.

My commission expires 2-13-2020

seal

Brittney Guish
Notary Public

STATE OF KENTUCKY

COUNTY OF HENDERSON

The foregoing instrument was acknowledged, subscribed and sworn to before me by **Steve Austin, Mayor, for and on behalf of CITY OF HENDERSON, KENTUCKY**, this ___ day of _____, 2016.

My commission expires _____

seal

Notary Public

STATE OF KENTUCKY

COUNTY OF HENDERSON

The foregoing instrument was acknowledged, subscribed and sworn to before me by **Brad Schneider, Henderson County Judge Executive, for and on behalf of HENDERSON COUNTY, KENTUCKY**, this ___ day of _____, 2016.

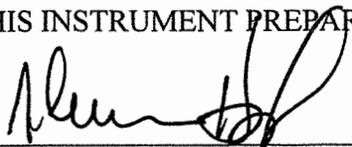
My commission expires _____

seal

Notary Public

The property description and source of title were provided by the Grantors to the preparer; the preparer is not responsible for closing this transaction or reporting it to the Internal Revenue Service pursuant to IRS Section 6045(c) or other applicable law; and the preparer assumes no other responsibility for any of the foregoing.

THIS INSTRUMENT PREPARED BY:



DORSEY, GRAY, NORMENT & HOPGOOD
Attorneys at Law
318 Second Street
Henderson, Kentucky 42420

**City Commission Memorandum
16-180**

August 5, 2016

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

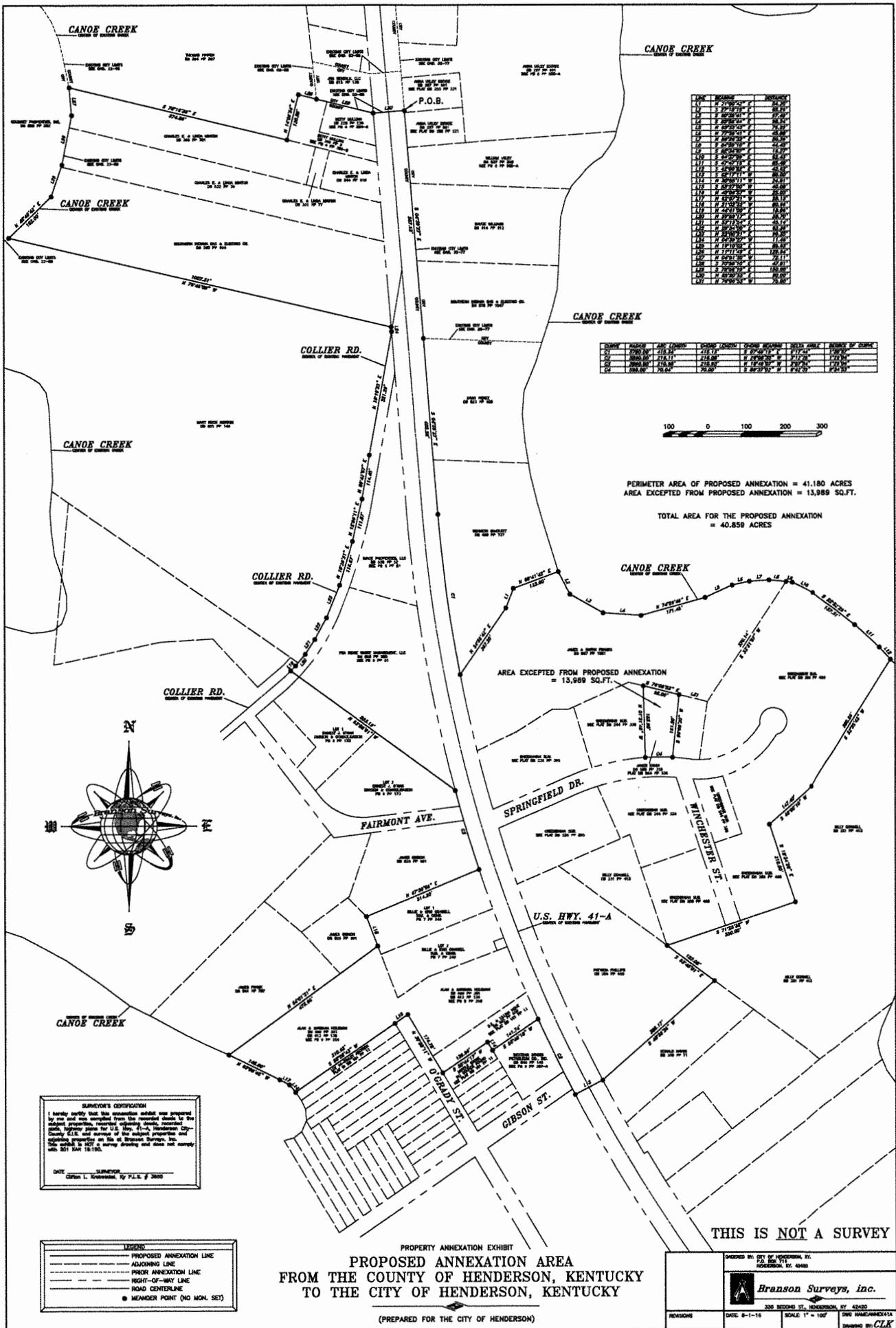
I. Annexation – Finley Addition Properties
Commission Direction Requested.

The City has approved sewer service outside the City limits for certain properties located in the Finley Addition and would now like to proceed with the annexation of these properties.

All the included properties shown on the attached plat have executed Consent forms on file with the City.

I am requesting authorization from the Board to submit this request to the Planning Commission for the appropriate zoning classification to be assigned for these properties.

c: Brian Bishop
Buzzy Newman
John Stroud
Doug Boom



LOT	AREA	OWNER
1	0.12	...
2	0.15	...
3	0.18	...
4	0.21	...
5	0.24	...
6	0.27	...
7	0.30	...
8	0.33	...
9	0.36	...
10	0.39	...
11	0.42	...
12	0.45	...
13	0.48	...
14	0.51	...
15	0.54	...
16	0.57	...
17	0.60	...
18	0.63	...
19	0.66	...
20	0.69	...
21	0.72	...
22	0.75	...
23	0.78	...
24	0.81	...
25	0.84	...
26	0.87	...
27	0.90	...
28	0.93	...
29	0.96	...
30	0.99	...
31	1.02	...
32	1.05	...
33	1.08	...
34	1.11	...
35	1.14	...
36	1.17	...
37	1.20	...
38	1.23	...
39	1.26	...
40	1.29	...
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45	1.44	...
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47	1.50	...
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49	1.56	...
50	1.59	...
51	1.62	...
52	1.65	...
53	1.68	...
54	1.71	...
55	1.74	...
56	1.77	...
57	1.80	...
58	1.83	...
59	1.86	...
60	1.89	...
61	1.92	...
62	1.95	...
63	1.98	...
64	2.01	...
65	2.04	...
66	2.07	...
67	2.10	...
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69	2.16	...
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LOT	AREA	OWNER
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102	3.15	...
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104	3.21	...
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163	4.98	...
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183	5.58	...
184	5.61	...
185	5.64	...
186	5.67	...
187	5.70	...
188	5.73	...
189	5.76	...
190	5.79	...
191	5.82	...
192	5.85	...
193	5.88	...
194	5.91	...
195	5.94	...
196	5.97	...
197	6.00	...
198	6.03	...
199	6.06	...
200	6.09	...

PERIMETER AREA OF PROPOSED ANNEXATION = 41,180 ACRES
 AREA EXCEPTED FROM PROPOSED ANNEXATION = 13,989 SQ.FT.
 TOTAL AREA FOR THE PROPOSED ANNEXATION = 40,859 ACRES

SURVEYOR'S CERTIFICATION
 I hereby certify that this annexation exhibit was prepared by me and was compiled from the records made by the original proprietors, recorded plat maps, recorded maps, highway plans for U.S. Hwy. 41-A, Henderson City-County, C.L.S. and derived to the extent permitted and stipulations prescribed in the said Street Ordinance, for the purpose of 1977 in making drawings and same not comply with SET 044 10100.

DATE: _____
 SURVEYOR: Clifton L. Kneeland, Jr. P.L.S. # 3000

LEGEND
 - - - - - PROPOSED ANNEXATION LINE
 - - - - - ADJOINING LINE
 - - - - - PRIOR ANNEXATION LINE
 - - - - - RIGHT-OF-WAY LINE
 - - - - - ROAD CENTERLINE
 ● MEANDER POINT (NO MON. SET)

PROPERTY ANNEXATION EXHIBIT
PROPOSED ANNEXATION AREA
FROM THE COUNTY OF HENDERSON, KENTUCKY
TO THE CITY OF HENDERSON, KENTUCKY

(PREPARED FOR THE CITY OF HENDERSON)

THIS IS NOT A SURVEY

PROPOSED BY: CITY OF HENDERSON, KY.
 700 E. 11th ST.
 HENDERSON, KY. 42420

Branson Surveys, Inc.
 300 SECOND ST. HENDERSON, KY 42420

REVISIONS: _____ DATE: 6-1-16 SCALE: 1" = 100' DRAWN: NAME: ANNEA16A DRAWING BY: CLK

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>
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

MUNICIPAL HOUSING COMMISSION

	<u>Current Term Expires</u>	<u>Term</u>
Amy Taylor	09/30/2016	4-Year