This meeting will be conducted as a video teleconference meeting as allowed under KRS61.826. Any interruption in the video or audio broadcast at any location shall result in the suspension of the meeting until the broadcast is restored. As a result of the state of emergency declared by the President of the United States and the Governor of Kentucky due to the global COVID-19 pandemic, and in accordance with recommended and mandated precautions related to COVID-19 and Kentucky Opinion of the Attorney General 20-05, the following Meeting Notice is issued:

Please take notice that as Mayor of the City of Henderson, Kentucky, I hereby call a special called meeting of the Board of Commissioners to be held on **Tuesday, April 14, 2020, at 3:00 p.m.,** in the third floor assembly room, 222 First Street, Henderson, Kentucky. One or more members of the Board of Commissioners may participate via Zoom Webinar or similar video teleconferencing system and the meeting will be broadcast to the public. No primary location will be set for public attendance as per Kentucky Attorney General Opinion 20-05, public attendance will not be permitted at this meeting due to the highly contagious nature of COVID-19, it is not feasible for the City to maintain order and abide by recommended and mandated precautions while providing a central physical location for public viewing. The meeting will be broadcast on Zoom (call in number / webinar ID – 1 312 626 6799 / 552 045 943) or [https://zoom.us/j/552045943](https://zoom.us/j/552045943); will be broadcast on cable Spectrum Channel 200; and live streamed on the city’s website: [https://www.cityofhendersonky.org/CivicMedia](https://www.cityofhendersonky.org/CivicMedia). The purpose of this called meeting is for the following:

**AGENDA**

1. Roll Call:
2. Proclamations: “Arbor Day”
3. Public Hearings: HART FTA Grant Assistance
   Outside Agency Funding
   Electric Rates and Services Restructuring
4. Consent Agenda:

   **Minutes:**
   - March 10, 2020, Called Meeting
   - March 17, 2020, Called Meeting
   - March 19, 2020, Called Meeting

   **Resolutions & Municipal Orders:**
   - Resolution Authorizing The Submittal Of Grant Applications In The Total Amounts Of $781,689.00 In Section 5307 Funds And $-0- In Section 5339 Funds With The Federal Transit Administration (FTA) For Operating, Capital, Planning And Equipment Funds For Fiscal 2020
   - Municipal Order Awarding Bid for Purchase Asphalt Milling Services to Charbon Contracting, LLC
Municipal Order Awarding Bid for Purchase Asphalt Paving Services

Municipal Order Awarding Bid for Purchase of Limestone, Sand and Rock

Municipal Order Awarding Bid for Purchase of Concrete Labor Services

Municipal Order Approving Agreement with Qk4 for Services Relating to the Borax Drive Extension Project Under the Agreement Between the Kentucky Transportation Cabinet for Henderson Riverfront Development

Ordinance – First Read: Ordinance Adopting Schedule of Electric Rates and Services

Resolution: Resolution Approving Donation to the Henderson Employee Relief Fund (HERF) Through the Community Foundation of Henderson

Bids & Contracts: Municipal Order Approving Addendum to Interlocal Agreement Between Daviess County Fiscal Court And The City Of Henderson For Operations of Scale House and CDD Landfill Transfer Station

5. City Manager’s Report:

6. Commissioner’s Reports:

7. Appointments: City Utility Commission Member

8. Miscellaneous:

9. Adjournment:

10. Other Items Executed in March 2020:

   Executive Orders:

   Executive Order No. 01-20 Declaration of a Local State of Emergency Effective March 16, 2020 – City of Henderson, Kentucky

   Executive Order No. 02-20 Regarding the Extension of the Filing and Payment Deadline for Taxes on Net Profits Due April 15, 2020 and Waiver of Interest and Penalties if Paid in Full on or Before July 15, 2020 and a 90 Day Extension for Fiscal Year Filers Which are Due May 15, 2020 and June 15, 2020 and Waiver of Interest and Penalties if paid in Full for the Fiscal Year Filers Due may 15, 2020 and June 15, 2020 if Paid Not Later than the Modified Due Dates

   Executive Order No. 03-20 Providing for Administrative Leave for City of Henderson Employees During Kentucky State of Emergency for COVID-19

   Executive Order No. 04-20 Providing for Leave Under the Families First Coronavirus Response Act

This meeting will be conducted as a video teleconference meeting as allowed under KRS61.826. Any interruption in the video or audio broadcast at any location shall result in the suspension of the meeting until the broadcast is restored.
City of Henderson, Kentucky
Board of Commissioners Video Teleconference Meeting
Tuesday, April 14, 2020, 3:00 P.M.

This meeting will be conducted as a video teleconference meeting as allowed under KRS61.826. Any interruption in the video or audio broadcast at any location shall result in the suspension of the meeting until the broadcast is restored. As a result of the state of emergency declared by the President of the United States and the Governor of Kentucky due to the global COVID-19 pandemic, and in accordance with recommended and mandated precautions related to COVID-19 and Kentucky Opinion of the Attorney General 20-05, the following Meeting Notice is issued:

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**AGENDA**

1. **Roll Call:**

2. **Proclamations:**
   - “Arbor Day”

3. **Public Hearings:**
   - HART FTA Grant Assistance
   - Outside Agency Funding
   - Electric Rates and Services Restructuring

4. **Consent Agenda:**

   **Minutes:**
   - March 10, 2020, Called Meeting
   - March 17, 2020, Called Meeting
   - March 19, 2020, Called Meeting

   **Resolutions & Municipal Orders:**
   - Resolution Authorizing The Submittal Of Grant Applications In The Total Amounts Of $781,689.00 In Section 5307 Funds And $-0- In Section 5339 Funds With The Federal Transit Administration (FTA) For Operating, Capital, Planning And Equipment Funds For Fiscal 2020
   - Municipal Order Awarding Bid for Purchase Asphalt Milling Services to Charbon Contracting, LLC
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Resolution: Resolution Approving Donation to the Henderson Employee Relief Fund (HERF) Through the Community Foundation of Henderson

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6. Commissioner’s Reports:

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9. Adjournment:

10. Other Items Executed in March 2020:

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   Executive Order No. 03-20 Providing for Administrative Leave for City of Henderson Employees During Kentucky State of Emergency for COVID-19

   Executive Order No. 04-20 Providing for Leave Under the Families First Coronavirus Response Act

This meeting will be conducted as a video teleconference meeting as allowed under KRS61.826. Any interruption in the video or audio broadcast at any location shall result in the suspension of the meeting until the broadcast is restored.
City Commission Memorandum
20-53

April 3, 2020

TO: Mayor Steve Austin and the Board of Commissioners

FROM: William L. “Buzzy” Newman, Jr., City Manager

SUBJECT: Proclamation

A proclamation will be presented at the April 14, 2020 special called meeting designating Friday, April 24, 2020 as “Arbor Day.”

Mr. Trace Stevens, Parks, Recreation and Cemeteries Director, will accept the Arbor Day proclamation in keeping with the City’s Tree City USA program.

c: Trace Stevens
CITY OF HENDERSON

Proclamation

"ARBOR DAY"

Whereas, J. Sterling Morton, in 1872, proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Steve Austin by virtue of the authority vested in me as Mayor of the City of Henderson, Kentucky, do hereby proclaim Friday, April 24, 2020, as "Arbor Day" in the City of Henderson, and urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

FURTHER, urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I have hereunto spread these letters upon this page and caused the seal of the City of Henderson to be affixed this 14th day of April 2020.

Steve Austin, Mayor

City Clerk
City Commission Memorandum
20-50

April 3, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. “Buzzy” Newman, Jr., City Manager
SUBJECT: Public Hearing – HART 2020 FTA Grant Application

An item for the agenda of Tuesday, April 14, 2020 is a public hearing to solicit public comments on the potential use of 2020 FTA Grant Application funds.

The FTA Section 5307 grant application will assist in funding the HART FY 2020 fixed route and demand response services, capital projects, and planning assistance activities from the Evansville Metropolitan Planning Organization.

The public hearing is being held to conform to grant requirements. Due to the State of Emergency for COVID-19, **no in-person comments will be allowed.** All interested persons are invited to submit written comments through April 9, 2020 (email: mschriefer@evansvillempo.com). Oral comments will be accepted through 7:00 p.m. on Tuesday, April 14, 2020 by calling 270-831-4902 to leave a message.

The resolution approving submission of the grant application may be found under the Consent Agenda section of this agenda.

c: Dylan Ward
   Brenda Wethington
   Dawn Winn
   Matthew Schriefer, EMPO
HART FY 2020
FTA SECTION 5307 (FFY18/19)
GRANT APPLICATION PROGRAM OF PROJECTS

Project Descriptions

Operating Assistance – Operating assistance to provide fixed route service.

ADA Complementary Service – Provide complementary paratransit service to persons with disabilities.

Preventive Maintenance – Preventive Maintenance activities for HART include scheduled inspections, fluids and filters, and other routine preventive maintenance activities.

Acquisition of 1 Transit Bus – Acquisition of 1 transit buses (less than 30 feet) for the fixed route system.

Planning – Evansville Metropolitan Planning Organization will initiate the following planning projects as described in the FY 2019 & FY 2020 Unified Planning Work Program (UPWP): Provide technical and planning assistance to transit agencies and other transit providers including TriAMS/grants, triennial review, transit asset management, and civil rights activities.

Project Funding

<table>
<thead>
<tr>
<th>Project</th>
<th>FTA</th>
<th>KYTC</th>
<th>Local</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Operating Assistance</td>
<td>$240,649</td>
<td></td>
<td>$240,649</td>
<td>$481,298</td>
</tr>
<tr>
<td>ADA Complementary Service</td>
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<td>$31,370</td>
<td>$313,697</td>
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<td>$26,011</td>
<td>$260,105</td>
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<td>Acquisition of 1 Transit Buses</td>
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<td>(toll credits²)</td>
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<tr>
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<tr>
<td>TOTAL</td>
<td>$781,689</td>
<td>$0</td>
<td>$0</td>
<td>$871,180</td>
</tr>
</tbody>
</table>

1 – Total cost for Operating Assistance represents a net cost, after deducting fares, and is an estimate for the year. The grant application will only include the required 50% local match of $240,649. The City of Henderson will be responsible for all other costs over $481,298.

2 – Toll credits, if approved by KYTC, can be used by HART to remove the local share, making the project 100% Federal funding.
City Commission Memorandum
20-51

April 8, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. "Buzzy" Newman, Jr., City Manager
SUBJECT: Outside Agency Funding Requests

An item under the Public Hearing section of the agenda is a public hearing for the purpose of receiving comments regarding possible funding of outside organizations and agencies for the fiscal year commencing July 1, 2020. This would include comments of outside agencies wishing to appeal the recommendations of the Agency Funding Ad Hoc Committee.

All agencies who are first time applicants or who are requesting increases in funding have submitted full applications for review by the Ad Hoc Committee. The recommendations of the Committee to the Board of Commissioners are attached. Copies of individual applications, along with supporting documentation, are available for review in my office or will be provided upon request.

These agencies have been notified of the recommendation being made in the event they desire to appeal to the Board. Due to the State of Emergency for COVID-19, no in-person comments will be allowed. All interested persons are invited to submit oral (call 270-831-4902 to leave a message) or written comments (email: mcollins@cityofhendersonky.org or mail: Maree Collins, City Clerk, P O Box 716, Henderson, KY 42419-0716) not later than 2:00 p.m., Tuesday, April 14, 2020.
Agency Funding Ad Hoc
Committee Memorandum

April 9, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: Agency Funding Ad-Hoc Committee
RE: 2021 Funding Recommendations

The Agency Funding Ad-Hoc Committee, consisting of City Commissioner Brad Staton, Finance Director Robert Gunter, City Manager William L. “Buzzy” Newman, Jr. and Citizen Representative Wayne Jenkins were sent all applications and consent forms received by the deadline of March 31, 2020 to review and discuss funding requests from the City of Henderson.

The Committee reviewed requests examining the financial need of the organization, the public service the agency provides and the cost to the City should it have to provide similar services should this agency not exist. Due to social distancing guidelines the Committee did not meet in person but did review all the materials provided by the various organizations and determined that the following would be the Committee’s recommendations to the Commission.

**Cliff Hagan Boys and Girls Club**
Received 2020 - $10,000
Requested 2021- $15,000
Recommendation 2021 - $10,000

Comment: The committee felt that due to the uncertainties of our local financial status during the upcoming fiscal year the current funding was sufficient.

**Henderson Economic Development (formerly KYNDLE)**
Received 2020 - $60,000
Requested 2021 - $60,000
Recommendation 2021 - $60,000

Comment: The committee felt that this has been a worthwhile endeavor and would like to continue supporting these efforts with the reorganization of this body.
Mayor Steve Austin and the Board of Commissioners  
Page 2

**Preston Arts Center**

Received 2020 - $10,000  
Requested 2021 - $10,000  
Recommendation 2021 - $10,000

Comment: The committee felt that this has been a worthwhile endeavor and wanted to continue to assist with the on-stage performances.

**The Chloe Randolph Organization**

Received 2020 - $-0-  
Requested 2021 - $5,000  
Recommendation 2021 - $-0-

Comment: The committee felt that while the prevention of domestic violence is an important issue in our community, this organization looks to still be in its infancy and there may be existing agencies that provide the same services that should be considered.

**Henderson Christian Community Outreach** (they asked for an application deadline extension indicating they would be asking for the same amount.)

Received 2020 - $4,000  
Requested 2021 - $4,000  
Recommendation 2021 - $4,000

Comment: The committee felt that funding for fiscal 2021 should again come from the trust fund that HMP&L will establish.
City Commission Memorandum
20-52

April 2, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. “Buzzy” Newman, Jr., City Manager
SUBJECT: Proposed Electric Rates Public Hearing

An item under the Public Hearings section of the agenda is a public hearing regarding the proposed Schedule of Electric Rates and Services Restructuring. Note: the proposed new rate schedules reflect decreased rates as well as new rate schedules for distributed generation (solar) customers.

Mr. Chris Heimgartner, General Manager, Henderson Municipal Power and Light, will make a brief statement prior to hearing public comments received. Due to the State of Emergency for COVID-19, no in-person comments will be allowed. All interested persons are invited to submit oral (call 270-831-4902 to leave a message) or written comments (email: mcollins@cityofhendersonky.org or mail: P.O. Box 716, Henderson, KY 42419-0716) not later than 2:00 p.m., Tuesday, April 14, 2020.

The ordinance may be found under the First Readings section of the agenda.

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

c: Chris Heimgartner
Robert Gunter
Greg Nunn
City Commission Memorandum
20-61
Amended

April 7, 2020

TO: Mayor Steve Austin and the Board of Commissioners

FROM: William L. “Buzzy” Newman, Jr., City Manager

SUBJECT: Consent Agenda

The Consent Agenda for the special called meeting of April 14, 2020 contains the following:

Minutes:
- March 10, 2020, Called Meeting
- March 17, 2020, Called Meeting
- March 19, 2020, Called Meeting

Resolutions & Municipal Orders:
- Resolution Authorizing The Submittal Of Grant Application for Public Transit Assistance
- Municipal Order Awarding Bid for Asphalt Milling Services to Charbon Contracting, LLC of Madisonville, Kentucky
- Municipal Order Awarding Bid for Purchase of Asphalt Paving and Related Street Maintenance Services to Rogers Group, Inc. of Hopkinsville, Kentucky
- Municipal Order Awarding Bids for Purchase of Limestone Rock and Sand, Group A to Mulzer Crushed Stone, Inc., Tell City, Indiana; Pine Bluff Materials Company, LLC, Henderson; and Green Dream International LLC, Erie, Pennsylvania
- Municipal Order Awarding Bid for Purchase of Concrete Labor to Rivertown Construction, LLC of Newburgh, Indiana as Primary Supplier, and Westate Construction, Inc., Hopkinsville, Kentucky as Alternate Supplier
- Municipal Order Approving Agreement with Qk4 for Survey Services, Environmental Document Review, CE1 Renewal/Extension, Sensitive Area Long Term Projection plan Design, and Roadway Design for the Borax Drive Extension Under the Agreement Between the Kentucky Transportation Cabinet for Henderson Riverfront Development
CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Special Called Meeting on March 10, 2020

A special called meeting of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, March 10, 2020, at 4:00 p.m., prevailing time, in the third floor Assembly Room located in the Municipal Center Building at 222 First Street, Henderson, Kentucky.

There were present Mayor Steve Austin presiding:

PRESENT:
Commissioner Patti Bugg
Commissioner X R. Royster, III
Commissioner Bradley S. Staton
Commissioner Austin P. Vowels

ALSO PRESENT:
Mr. William L. “Buzzy” Newman, Jr., City Manager
Mrs. Dawn Kelsey, City Attorney
Ms. Maree Collins, City Clerk
Mr. Robert Gunter, Finance Director
Mr. Brian Williams, Public Works Director
Mr. Sam Lingerfelt, Sanitation Superintendent
Mrs. Connie Galloway, Human Resources Director
Mr. Heath Cox, Police Chief
Mr. Greg Nunn, Information Technology Director
Mr. Scott Foreman, Fire Chief
Mr. Trace Stevens, Parks Recreation & Cemeteries Director
Mrs. Jordan Webb, Emergency Communications Director
Mrs. Theresa Richey, Administrative Liaison
Mr. Ray Nix, Code Administrator
Mr. Dylan Ward, Project Manager
Mr. Tom Williams, HWU General Manager
Mr. Todd Bowley, HWU Chief Financial Officer
Mr. Douglas White, the Gleaner

APPROVAL OF CONSENT AGENDA:

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

Minutes:
February 18, 2020, Called Meeting
February 18, 2020 Work Session
February 25, 2020, Regular Meeting

Municipal Order:
08-20: Municipal Order Awarding Bid for Purchase of Police Uniforms and Accessories

Motion by Commissioner Vowels, seconded by Commissioner Royster, to approve the items on the Consent Agenda as presented.

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

Commissioner Staton ---- Aye:
Commissioner Vowels ---- Aye:
Commissioner Bugg ---- Aye:
Commissioner Royster -- Aye:
Mayor Austin ----------- Aye:

WHEREUPON, Mayor Austin declared the consent agenda items approved.
Record of Minutes of  A Special Called  Meeting on  March 10, 2020

ATTEST:
Maree Collins, CKMC, City Clerk

ORDINANCE NO. 04-20: SECOND READ
ORDINANCE AMENDING BUDGET AND APPROPRIATION ORDINANCE
AN ORDINANCE AMENDING BUDGET AND APPROPRIATION ORDINANCE
FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020
FOR THE CITY OF HENDERSON, KENTUCKY

MOTION by Commissioner Staton, seconded by Commissioner Bugg, that the ordinance be adopted.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- Aye:
Commissioner Royster -- Aye:
Mayor Austin ----------- Aye:

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

ATTEST:
Maree Collins, CKMC, City Clerk

ORDINANCE NO. 05-20: SECOND READ
ORDINANCE ADOPTING CHARGES FOR WATER, WASTEWATER AND STORMWATER SERVICES
AN ORDINANCE REPEALING AND REPLACING ORDINANCE 10-18, AND CHANGING THE UNIT PRICING FROM HUNDRED CUBIC FEET (CCF) TO 1,000 GALLONS AS SHOWN IN THE ATTACHED RATE TABLES TO BE EFFECTIVE APRIL 1, 2020

MOTION by Commissioner Royster, seconded by Commissioner Vowels, that the ordinance be adopted.

COMMISSIONER STATON reiterated that this ordinance only changes the unit of measure; no rate changes are included in this ordinance.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- Aye:
Commissioner Royster -- Aye:
Mayor Austin ----------- Aye:

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

ATTEST:
Maree Collins, CKMC, City Clerk
ORDINANCE NO. 06-20: FIRST READ
ORDINANCE AMENDING CHAPTER 7 REGARDING PERMIT FEES
AN ORDINANCE AMENDING CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS BY AMENDING SECTION 7-19 PERMITS: FEES, OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

MOTION by Commissioner Royster, seconded by Commissioner Vowels, that the ordinance be adopted.

RAY NIX, Code Administrator, explained that one of the fee schedules was last updated in 1990. He stated that over the past two years the state has passed on the responsibility of more plan review than before to the local agencies so that has also been added to the Fee Schedule. The proposed fees have been compared to other like sized communities in Kentucky. He indicated that we separate residential permits from commercial permits where other communities don’t, accounting for some of the differences in our fees.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ---- 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.

ORDINANCE NO. 07-20: FIRST READ
ORDINANCE AMENDING CHAPTER 15 OF CODE OF ORDINANCES REGARDING FINE SCHEDULE
AN ORDINANCE AMENDING CHAPTER 15, NUISANCES, ARTICLE III, CODE ENFORCEMENT BOARD, BY AMENDING SECTION 15-51 ORDINANCE FINE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

MOTION by Commissioner Staton, seconded by Commissioner Vowels, that the ordinance be adopted.

RAY NIX, Code Administrator, reported that the Code Enforcement Board was created in 2017 and followed the Kentucky League of Cities model ordinance. Our experience now indicates that the low fines are not sufficient to encourage compliance. It can take six weeks from the time that a violation is initiated to the point of the fine; there would be three inspections with written violations and wait times in the case of weeds, garbage and clutter for a $10.00 fine.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ---- 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.

MAYOR AUSTIN reported that the next ordinance will adjust for the first time since 1994 the insurance premium fee. The purpose for this increase is to be able to add several
needed improvements to the community through capital projects: like a new fire station, one of our stations is structurally unsound and has many other issues; a new sports complex; double the number of street miles to be repaired/rebuilt; and continued work on a neighborhood stormwater drainage project.

ORDINANCE NO. 08-20: FIRST READ
ORDINANCE AMENDING CHAPTER 21, TAXATION REGARDING INSURANCE TAX
AN ORDINANCE AMENDING CHAPTER 21, TAXATION, ARTICLE IV, LICENSE FEES ON INSURANCE COMPANIES, SECTION 21-57 FEE FOR COMPANY ISSUING LIFE INSURANCE AND SECTION 21-58 FEE FOR COMPANY ISSUING INSURANCE OTHER THAN LIFE INSURANCE INCREASING RATE FROM TEN PERCENT (10%) TO ELEVEN PERCENT (11%)

MOTION by Commissioner Staton, seconded by Commissioner Royster, that the ordinance be adopted.

COMMISSIONER STATON indicated that no one ever wants to raise rates, but the state has raised pension costs to what will amount to an additional $2.5 million annually by the end of 2023. He continued that Fire Station Two has structural issues and must be replaced sooner than later, many roadways need repairs or replacement due to a lack of attention and the large neighborhood drainage project needs to be completed. This increase will raise an additional $550,000.00 per year which we will be able to bond at roughly $9 to $9.5 million for needed capital projects. Just a year ago that same $550,000.00 at a 3.8% interest rate would have been able to bond about $7.5 million.

COMMISSIONER BUGG indicated that many people don’t realize that we spend hours discussing these things to try to figure out what is best for the community. With these four different projects just about every segment of the whole community would be touched by at least something on this list. She continued that the sports complex has been talked about for so long now and to see that happen would be wonderful; the safety of our fire department is the safety of our citizens; and streets, those are important to everyone. She stated that we’re never happy to raise anything, obviously if it is to this point it is needed.

COMMISSIONER VOWELS indicated that it looks like a good return on our investment. He reported that the interest rate today was 2.5%.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- 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.

ORDINANCE NO. 09-20: FIRST READ
ORDINANCE AMENDING CHAPTER 23, UTILITIES, ARTICLE V, RATES AND CHARGES
ORDINANCE AMENDING CHAPTER 23, UTILITIES, ARTICLE V, RATES AND CHARGES, SECTION 23-103, DISCONTINUANCE OF SERVICES OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

MOTION by Commissioner Staton, seconded by Commissioner Bugg, that the ordinance be adopted.
ROBERT GUNTER, Finance Director, reported that staff had reviewed connection/disconnect fees and other service charges recently and found that one charge had been set in 1988 and another in 2002. The proposed fee schedule would increase the read-in fee from $7.50 per meter to $10.00 per meter, the reconnection fee from $25.00 to $35.00, the after-hours reconnection fee from $25.00 to $50.00, the service charge from $10.00 per meter to $12.50 per meter, and institute a disconnect fee of $25.00, a missed appointment fee of $25.00, a re-read of correct meter $10.00 per meter and a $1.00 reprint of bill or cutoff notice fee.

DAWN KELSEY, City Attorney, explained that some fees were found in this ordinance while others were done by resolution. This action will remove the specific fees from the ordinance and the following municipal order will establish the fee schedule as proposed.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- 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.

MUNICIPAL ORDER NO. 09-20:
MUNICIPAL ORDER AMENDING UTILITY FEES FOR CONNECTION AND SERVICE CHARGES FOR UTILITIES AND ADDING FEES FOR OTHER CUSTOMER SERVICES

MOTION by Commissioner Staton, seconded by Commissioner Vowels, to adopt the municipal order amending Utility Fees for connection/disconnection, service charges and other customer services fees.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- 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.

DAWN KELSEY, City Attorney, reported that the next item is in preparation of COVID-19. The Governor has asked all employers to look at their sick leave policy in order to encourage individuals to voluntarily comply with the directive not coming to work if they have symptoms of the virus. Employees that don’t have sick or vacation time built up may feel compelled to come to work even when they are under the weather. Staff worked with both Henderson Water Utility and Henderson Municipal Power and Light to present a consistent policy. This policy will allow up to 80 hours, 96 for fire personnel, under certain conditions for the next 45 days in order to encourage employees to not feel they have to work if they have the symptoms of COVID-19. At the time this was written staff was not aware that testing would not be readily available.
available in our area, so a second version was written with the diagnosis removed and language added for exposure to a documented or suspected case of COVID-19. That is the municipal order read into the record for adoption.

MUNICIPAL ORDER NO. 10-20:
MUNICIPAL ORDER PROVIDING FOR LEAVE FOR EMPLOYEES DIAGNOSED WITH COVID-19 OR WHO LIVE WITH PERSON(S) DIAGNOSED WITH COVID-19

MOTION by Commissioner Royster, seconded by Commissioner Staton, to adopt the municipal order providing leave for City of Henderson employees diagnosed with or who live with person(s) diagnosed with COVID-19.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- 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
March 10, 2020

MUNICIPAL ORDER NO. 11-20:
MUNICIPAL ORDER ACCEPTING MASTER AGREEMENT AND SERVICE ORDERS WITH KZF DESIGN INC. OF CINCINNATI, OHIO FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR NEW FIRE STATION #1 AND FIRE STATION #2 AND AUTHORIZING MAYOR TO EXECUTE THE DOCUMENTS ON BEHALF OF THE CITY

MOTION by Commissioner Bugg, seconded by Commissioner Vowels, to adopt the municipal order awarding a Master Agreement and Service Orders to KZF Design Inc. for architectural and engineering services relating to the location and design of new fire stations.

DYLAN WARD, Project Manager, reported that fifteen firms responded to the request for qualifications and were reviewed by a Fire Station Selection Committee consisting of Fire Chief Scott Foreman, Fie Lieutenant Jeff Crafton, City Manager Buzzy Newman and me. The Committee conducted interviews with six firms and unanimously recommend KZF Design Inc. with partner American Structurepoint Inc. to provide civil engineering, structural engineering and survey services. He indicated that it was clear from the interviews that KZF has a great deal of knowledge and expertise in fire station design and new safety features to protect fire personnel from exposure.

COMMISSIONER ROYSTER indicated that before he votes he wanted to state that while he agrees that there is a need for this, he is not convinced of the need for Station Two before Station One.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- Aye:
Commissioner Royster -- Nay:
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
March 10, 2020

ATTEST:
Maree Collins, CKMC, City Clerk

CITY MANAGER’S REPORT:

TRACE STEVENS, Parks Recreation and Cemeteries Director, reported that at the January Parks and Recreation Commission meeting discussion was conducted on proposed uses for the Municipal Golf Course property. The golf course closed in July 2019 and the facility has been maintained to date. It is the recommendation of the Parks and Recreation Commission that the land be used for passive recreation such as paved walking trails that connect with the Riverwalk in Atkinson Park, additional disc golf course, and a new foot-golf course. The recommendation also included renovation of the clubhouse to use as a small rental facility. The Denton Shelter is booked every Sunday through August already and every Saturday through September. The use of this facility for smaller birthday parties and other gatherings is needed. None of these uses would interfere with use by the cross-country teams. Total estimated costs for these upgrades would be $97,610.00 and could be done in phases.

MAYOR AUStin thanked Trace and the Commission for the work that has been done on this and explained that everything will be taken into consideration and hopefully something will be in next year’s budget.

CITY MANAGER’S REPORT:

WILLIAM L. “BUZZY” NEWMAN, JR., City Manager, reported that one of the options presented at the January Work Session involved contracting services at the Construction, Demolition and Debris and Scale House. Staff would like confirmation to move forward with an addendum to the Interlocal Agreement with Daviess County for those services. Without objection the Board approved negotiations with Daviess County Fiscal Court for an addendum to the Interlocal Agreement to contract services at the CDD and Scale House. The Addendum will be scheduled for a subsequent meeting date.

COMMISSIONERS’ REPORT:

COMMISSIONER STATON reported that he has received several calls over the past three years relating to Atkinson Street and when it will be completely resurfaced. It seems that every time he checks, we are waiting on service cuts or some other project in the area to be completed. He also wanted to comment on the cross-country use of the former golf course property. This is really beneficial for the kids and can be considered alongside of other proposals. He indicated that he and the cross-country folks are aware that there were some parking issues at past meets and that those issues could be addressed in the future as part of the event permitting process.

MEETING ADJOURN:

MOTION by Commissioner Staton, seconded by Commissioner Royster, to adjourn the meeting.

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

Commissioner Staton ---- Aye:
Commissioner Vowels --- Aye:
CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Special Called Meeting on March 10, 2020

Commissioner Bugg ----- Aye:
Commissioner Royster -- Aye:
Mayor Austin ----------- Aye:

WITHOUT OBJECTION, Mayor Austin declared the Meeting adjourned at approximately 5:05 p.m.

___________________________
Steve Austin, Mayor
April 14, 2020

ATTEST:

___________________________
Maree Collins, CKMC
City Clerk
A special called meeting of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, March 17, 2020, 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.

There were present Mayor Steve Austin presiding:

PRESENT:  
Commissioner X R. Royster, III  
Commissioner Austin P. Vowels

ABSENT:  
Commissioner Patti Bugg  
Commissioner Bradley S. Staton

ALS0 PRESENT:  
Mr. William L. “Buzzy” Newman, Jr., City Manager  
Mrs. Dawn Kelsey, City Attorney  
Ms. Maree Collins, City Clerk  
Mrs. Donna Stinnett, Community Relations Manager/Public Information Officer  
Mr. Robert Gunter, Finance Director  
Mr. Ray Nix, Code Administrator

ORDINANCE NO. 06-20: SECOND READ  
ORDINANCE AMENDING CHAPTER 7 REGARDING PERMIT FEES
AN ORDINANCE AMENDING CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS BY AMENDING SECTION 7-19 PERMITS: FEES, OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

MOTION by Commissioner Royster, seconded by Commissioner Vowels, that the ordinance be adopted.

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

Commissioner Staton ----- Absent:  
Commissioner Vowels --- Aye:  
Commissioner Bugg ----- Absent:  
Commissioner Royster -- Aye:  
Mayor Austin  --------- Aye:

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

/ls/ Steve Austin  
Mayor, City of Henderson

ATTEST:  
Maree Collins, CKMC, City Clerk

ORDINANCE NO. 07-20: SECOND READ  
ORDINANCE AMENDING CHAPTER 15 OF CODE OF ORDINANCES REGARDING FINE SCHEDULE
AN ORDINANCE AMENDING CHAPTER 15, NUISANCES, ARTICLE III, CODE ENFORCEMENT BOARD, BY AMENDING SECTION 15-51 ORDINANCE FINE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON

MOTION by Commissioner Vowels, seconded by Commissioner Royster, that the ordinance be adopted.
CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Special Called Meeting on March 17, 2020

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

Commissioner Staton ---- Absent:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- Absent:
Commissioner Royster -- Aye:
Mayor Austin --------- Aye:

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

/\_/  Steve Austin
Steve Austin, Mayor

ATTEST:
Maree Collins, CKMC, City Clerk

ORDINANCE NO. 08-20: SECOND READ
ORDINANCE AMENDING CHAPTER 21, TAXATION REGARDING INSURANCE TAX

AN ORDINANCE AMENDING CHAPTER 21, TAXATION, ARTICLE IV, LICENSE FEES ON INSURANCE COMPANIES, SECTION 21-57 FEE FOR COMPANY ISSUING LIFE INSURANCE AND SECTION 21-58 FEE FOR COMPANY ISSUING INSURANCE OTHER THAN LIFE INSURANCE INCREASING RATE FROM TEN PERCENT (10%) TO ELEVEN PERCENT (11%)

MOTION by Commissioner Vowels, seconded by Commissioner Royster, that the ordinance be adopted.

MOTION TO AMEND ORDINANCE NO. 08-20:
MOTION by Commissioner Vowels, seconded by Commissioner Royster to amend the proposed ordinance to specify a ten percent (10%) insurance tax on motor vehicles for the transportation of property including U-Drive-its and automobile utility trailers with the capacity of more than 18,000 pounds.

The vote was called on the motion amending the ordinance. On roll call, the vote stood:

Commissioner Staton ---- Absent:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- Absent:
Commissioner Royster -- Aye:
Mayor Austin --------- Aye:

The vote was called for amended Ordinance No. 08-20. On roll call, the vote stood:

Commissioner Staton ---- Absent:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- Absent:
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.

ORDINANCE NO. 09-20: SECOND READ
ORDINANCE AMENDING CHAPTER 23, UTILITIES, ARTICLE V, RATES AND CHARGES
ORDINANCE AMENDING CHAPTER 23, UTILITIES, ARTICLE V, RATES AND CHARGES, SECTION 23-103, DISCONTINUANCE OF SERVICES OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSON
MOTION by Commissioner Royster, seconded by Commissioner Vowels, that the ordinance be adopted.

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

Commissioner Staton ---- Absent:
Commissioner Vowels ---- Aye:
Commissioner Bugg ---- Absent:
Commissioner Royster -- Aye:
Mayor Austin ----------- Aye:

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

ATTEST:
Maree Collins, CKMC, City Clerk

MAYOR AUSTIN reported that the next item on the agenda is a resolution in support of the reorganization of the Kentucky Retirement System with the creation of an independent CERS Board of Trustees. He stated that this is something that is being done by participating communities across the state. He reported that the bill had been passed by the House and will be before the Senate tomorrow.

RESOLUTION NO. 10-20:
RESOLUTION SUPPORTING HOUSE BILL 484 REGARDING INDEPENDENT COUNTY EMPLOYEES RETIREMENT SYSTEM BOARD OF TRUSTEE

MOTION by Commissioner Royster, seconded by Commissioner Vowels, to approve the resolution in support of House Bill 484 regarding the creation of an independent County Employees Retirement System Board of Trustees.

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

Commissioner Staton ---- Absent:
Commissioner Vowels ---- Aye:
Commissioner Bugg ---- Absent:
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.

ATTEST:
Maree Collins, CKMC, City Clerk

GENERAL DISCUSSION:

WILLIAM L. “BUZZY” NEWMAN, JR., City Manager, gave a brief update on staff’s activities relating to COVID-19. He reported that individual departments have implemented our policy of taking the temperature of each employee at the beginning of each shift.

DONNA STINNETT, Community Relations Manager/Public Information Officer, reported that the community Facebook Live discussion with the County Judge Executive was a really good discussion earlier today. There weren’t a lot of questions today but Lindsay Locasto, Downtown Henderson Partnership Executive Director, was able to speak on keeping local commerce moving and how we can support local businesses, restaurants and people trying to
make it through this time when everything is shut down. We also discussed general ways of keeping ourselves safe as well as the public.

ROBERT GUNTER, Finance Director, gave a brief update on utility system payments that have been modified to operate through the drive-thru. He reported that he wanted to stress that we are open. We are taking payments through the drive-thru lanes, with both lanes open and we also have two payment drop-off boxes. One is located near the front door of the municipal center, and we appreciate Municipal Facilities getting that ready so quickly, and the other is located down at the Tourism Welcome Center and also after hours the slot near the drive-thru window is available. Mr. Gunter indicated that tomorrow is a due date so we will be closely monitoring the traffic to see how that goes and possibly implement opening an hour early or staying open later to accommodate customers. He encouraged customers to sign up for ACH payment option by completing the form for electronic notification and payment. Mr. Gunter indicated that he would like to follow the PSC guidelines on not passing along penalties and interest during this crisis, but our ordinances are quite clear on cutting off utilities for non-payment, staff would need Board approval.

WILLIAM L. “BUZZY” NEWMAN, JR., City Manager, reported that the individual utilities expressed interest in providing that to residential customers at this time and possibly 30 or up to 60 days pending the desire of this Board. He reiterated that this is not a waiver of the utility bill it is simply delaying payment to a future date and would be handled on a case by case basis for a repayment plan.

Without objection the Board was in agreement to follow PSC guidelines to not charge penalties and interest and to not cut off utilities for non-payment for residential customers for the next 60 days when those customers continue to make progress in paying those bills.

RAY NIX, Code Administrator, reported that signage had been posted at his office indicating that the offices were closed to the public but still open to conduct business telephonically and online. Totes have been signed and placed near the entry doors for customers to drop off permit applications and other documentation for processing for both the City and the County Codes departments.

DAWN KELSEY, City Attorney, reported that Mayor Austin issued a State of Emergency on March 16th allowing us to purchase necessary supplies without going through model procurement and also gives some flexibility under Civil Service guidelines in the event it becomes necessary to hire people outside of the testing process during this period of time.

MEETING ADJOURN:

MOTION by Commissioner Royster, seconded by Commissioner Vowels, to adjourn the meeting.

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

Commissioner Staton ---- Absent:
Commissioner Vowels --- Aye:
Commissioner Bugg ---- Absent:
Commissioner Royster -- Aye:
Mayor Austin -------------- Aye:

WITHOUT OBJECTION, Mayor Austin declared the Meeting adjourned at approximately 5:45 p.m.

ATTEST: Steve Austin, Mayor
April 14, 2020

Maree Collins, CKMC
City Clerk
Reco

Record of Minutes of A Special Called Meeting on March 19, 2020

A special called meeting of the Board of Commissioners of the City of Henderson, Kentucky, was held on Thursday, March 19, 2020, at 12:00 p.m., prevailing time, in the third floor Assembly Room located in the Municipal Center Building at 222 First Street, Henderson, Kentucky.

There were present Mayor Steve Austin presiding:

PRESENT:
Commissioner X R. Royster, III
Commissioner Austin P. Vowels

ABSENT:
Commissioner Patti Bugg
Commissioner Bradley S. Staton

ALSO PRESENT:
Mr. William L. “Buzzy” Newman, Jr., City Manager
Mrs. Dawn Kelsey, City Attorney
Ms. Maree Collins, City Clerk
Mrs. Donna Stinnett, Community Relations Manager/Public Information Officer
Mr. Robert Gunter, Finance Director
Mr. Greg Nunn, Information Technology Director

ORDINANCE NO. 08-20: SECOND READ
ORDINANCE AMENDING CHAPTER 21, TAXATION REGARDING INSURANCE TAX
AN ORDINANCE AMENDING CHAPTER 21, TAXATION, ARTICLE IV, LICENSE FEES ON INSURANCE COMPANIES, SECTION 21-57 FEE FOR COMPANY ISSUING LIFE INSURANCE AND SECTION 21-58 FEE FOR COMPANY ISSUING INSURANCE OTHER THAN LIFE INSURANCE INCREASING RATE FROM TEN PERCENT (10%) TO ELEVEN PERCENT (11%) AND TEN PERCENT (10%) FOR AUTO INSURANCE ON MOTOR VEHICLES FOR THE TRANSPORTATION OF PROPERTY, INCLUDING U-DRIVE-ITS AND AUTOMOBILE UTILITY TRAILERS WITH A CAPACITY OF MORE THAN 18,000 LBS.

MOTION by Commissioner Royster, seconded by Commissioner Vowels, that the ordinance be adopted.

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

Commissioner Staton ------ Absent:
Commissioner Vowels --- Aye:
Commissioner Bugg ------ Absent:
Commissioner Royster -- Aye:
Mayor Austin ----------- Aye:

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

[l/s] Steve Austin
Steve Austin, Mayor

March 19, 2020

ATTEST:
Maree Collins, CKMC, City Clerk

MEETING ADJOURN:

MOTION by Commissioner Royster, seconded by Commissioner Vowels, to adjourn the meeting.
CITY OF HENDERSON – RECORD BOOK

Record of Minutes of A Special Called Meeting on March 19, 2020

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

Commissioner Staton ---- Absent:
Commissioner Vowels --- Aye:
Commissioner Bugg ----- Absent:
Commissioner Royster -- Aye:
Mayor Austin ------------- Aye:

WITHOUT OBJECTION, Mayor Austin declared the Meeting adjourned at approximately 12:02 p.m.

ATTEST: Steve Austin, Mayor
April 14, 2020

Maree Collins, CKMC
City Clerk
April 3, 2020

TO: Mayor Steve Austin and the Board of Commissioners

FROM: William L. “Buzzy” Newman, Jr., City Manager

SUBJECT: Resolution Authorizing the Submittal of a Grant Application for Public Transit Assistance

The accompanying resolution authorizes the submittal of a grant application in the amount of $781,689.00 in Section 5307 funds with the U.S. Department of Transportation for operating, capital, and planning assistance for FY 2020.

The FTA Section 5307 grant application will assist in funding the HART FY 2020 fixed route and demand response services, and planning activities associated with HART projects in the Evansville Metropolitan Planning Organization FY 2020-2021 Unified Planning Work Program.

The requested amount is the full amount reserved by the State for the City. Your approval of the attached resolution is requested.

c: Dylan Ward
Brenda Wethington
Robert Gunter
Dawn Winn
TO: Mayor  
Board of Commissioners

FROM: Seyed Shokouhzadeh, EMPO Executive Director  
Matt Schriefer, EMPO Transit Planner

SUBJECT: City of Henderson, HART FY 2020 FTA Section 5307  
Grant Application

DATE: April 1, 2020

A Resolution authorizing the submittal of the City of Henderson, HART FY 2020 Federal Transit Administration (FTA) Operating, Capital and Planning Grant Application is on The Board of Commissioners agenda for April 28, 2019. Please find enclosed a copy of the proposed Resolution and Program of Projects for your review.

The FTA Section 5307 grant application will assist in funding the HART FY 2020 fixed route and demand response services, capital projects, and planning assistance activities from the Evansville Metropolitan Planning Organization.

Upon the approval of the Resolution by the Board of Commissioners, the Evansville MPO will submit the application electronically through TrAMS to the FTA.

Should you have any questions, please contact Matt Schriefer at the Evansville MPO (mschriefer@evansvillempo.com or 812-436-7833).
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR PUBLIC TRANSIT ASSISTANCE

WHEREAS, the Federal Transit Act of 1964, as amended, authorized the U.S. Department of Transportation to make grants for public transit programs and projects; and

WHEREAS, the grant imposes certain obligations upon the City, including the requirement to provide the local share of project costs and to comply with Title VI of the Civil Rights Act of 1964; and

WHEREAS, the receipt of federal funding is critical to the continued operation of a public transit system in the City; and

WHEREAS, the City Manager recommends submittal of the grant application;

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and the City Manager is hereby authorized to file an FTA grant application in the amount of $781,689.00 in Section 5307 funds with the U.S. Department of Transportation, Federal Transit Administration for operating, capital, and planning assistance for Fiscal Year 2020.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute and file any other documents required by the U.S. Department of Transportation in conjunction with this grant application.

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

Commissioner Vowels: ________ Commissioner Staton: ________
Commissioner Bugg: ________ Mayor Austin: ________
Commissioner Royster: ________

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

ATTEST:

__________________________
Maree Collins, CKMC, City Clerk

__________________________
Steve Austin, Mayor

APPROVED AS TO FORM AND LEGALITY THIS ___ DAY OF APRIL, 2019.

__________________________
Date

By: __________________________
Dawn S. Kelsey
City Attorney
April 3, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. “Buzzy” Newman, Jr., City Manager
SUBJECT: Award of Asphalt Milling Services Contract

The accompanying municipal order authorizes the award of a contract to Charbon Contracting, LLC, Madisonville, Kentucky, for the purchase of asphalt pavement milling services for various city projects in accordance with their low bid price.

The contract will be utilized to meet the street resurfacing and maintenance needs of the city’s asphalt streets. The milling of streets can be a portion of the street or the entire cross section. All millings shall be loaded into trucks provided by the City, unless otherwise noted. The price for milling shall include all cleanups.

Six firms were included on our mailing list and notified of the bid, with one firm responding.

It is expected that the total amount to be expended under this contract will be approximately $117,300.00.

This contract serves as an open requirement order and is a method to acquire services of an indeterminate amount at the lowest cost for the year ending March 31, 2021. This contract may be extended for up to two additional one-year periods upon the written mutual consent of both parties.

Your approval of the municipal order is requested.

c: Brian Williams
    Dylan Ward
    Dawn Winn
March 24, 2020

TO: William L. "Buzzy" Newman, Jr., City Manager
FROM: Dylan Ward, Project Manager
SUBJECT: Bid Reference 20-09, Asphalt Pavement Milling Services

Bids were opened on March 18, 2020 for asphalt pavement milling services. The bids opened were as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charbon Contracting LLC</td>
<td>$117,300.00</td>
</tr>
</tbody>
</table>

This bid is for the purchase of asphalt pavement milling services, for various city projects. The contract involves unit prices for various types of street milling, which includes surface milling, edge milling, keyways, and base patch milling. It also includes an alternate unit price for trucking, if needed.

The award will be for a 12-month period effective through March 31, 2021 with the option to extend for up to two (2) additional 12-month periods upon agreement by both parties.

I recommend that Bid Reference 20-09, Asphalt Pavement Milling Services, be awarded to Charbon Contracting LLC, 475 Whittington Drive, Madisonville, KY 42431.
<table>
<thead>
<tr>
<th>Description</th>
<th>Mid America Milling and Paving Co.; CE Hughes Milling, Inc.; McCrite Milling &amp; Construction Co., Inc.; Specialties Company, LLC, Scotty's Contracting &amp; Stone, LLC</th>
<th>Bids Opened &amp; Recorded By</th>
<th>Bids Reviewed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Milling, Full Width (Typ. 1.5&quot; - 2&quot; deep) 25,000 SY</td>
<td>$2.06 $51,500.00</td>
<td></td>
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<tr>
<td>Surface Milling, Edge Passes Only (Typ. 1.5&quot; - 2&quot; deep) 10,000 SY</td>
<td>$3.09 $30,900.00</td>
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<tr>
<td>Surface Milling, Keyways Only (Typ. 1.5&quot; - 2&quot; deep) 2,000 SY</td>
<td>$5.15 $10,300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Patch Milling (Typ. 3&quot; - 8&quot; deep) 5,000 SY</td>
<td>$4.12 $20,600.00</td>
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<tr>
<td>Mobilization/Demobilization Fee - 2 rounds trips</td>
<td>$2,000.00 $4,000.00</td>
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<tr>
<td>Total Bid Price</td>
<td>$117,300.00</td>
<td></td>
<td>$113,600.00</td>
</tr>
<tr>
<td>Alternate Unit Price to Provide 1 Tri-Axle Dump Truck (Not included in Bid Total)</td>
<td>$85/hr</td>
<td></td>
<td>$80.00/ph</td>
</tr>
<tr>
<td>Other Bidders Contacted:</td>
<td></td>
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<tr>
<td>Mid America Milling and Paving Co.; CE Hughes Milling, Inc.; McCrite Milling &amp; Construction Co., Inc.; Specialties Company, LLC, Scotty's Contracting &amp; Stone, LLC</td>
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<td>Dawn Winn</td>
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<td>Leigh Anne Herron</td>
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<td>Dylan Ward</td>
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City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 20-09

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is soliciting bids for the purchase of asphalt pavement milling services. This work will take place throughout the city on various streets.

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

SPECIFICATIONS AND REQUIREMENTS:

The work involved under this contract is for the milling of various city streets. The quantities can vary from year to year; therefore, the City cannot guarantee any certain quantity of work. The streets are located in different sections of the city and any moving around by the contractor, or other perceived inconveniences, shall be included in the base bid price. Because the City does not guarantee any certain amount of work, it will not pay for what the contractor perceives as lost production due to moving around. The contractor shall have a crew that is available within twenty-one (21) days of notice to proceed on any citywide project, and all work shall be completed within a reasonable length of time. In any case the City deems an emergency; the contractor shall have a crew available immediately.

If a crew is not available from the low bidder within a reasonable time, in order to fill its needs, the City shall have the right to contract out milling services with the next lowest bidder. If an emergency exists, the City retains the right to fill its needs strictly on the basis of availability.

The milling of City streets may be a portion of the street or the entire cross section. Milling depths will vary based on the scope of work. (See Lowest Evaluated Bid Price Criteria). All millings shall be loaded into trucks provided by the City, unless otherwise noted. The price for milling shall include all clean-up of City streets and affected areas. The contractor shall be responsible for all traffic control during construction and must comply with the MUTCD.

Sections to be milled will be marked by the City and a list of locations and approximate quantities will be furnished to the contractor through the issuance of a written delivery order. The minimum quantity for asphalt pavement milling shall be 10,000 SY per delivery order. A delivery order may contain any combination of items listed on the Lowest Evaluated Bid Price Criteria sheet. Should a delivery order fail to meet the 10,000 SY minimum, a mobilization charge shall only be applied to that delivery order. Mobilization/demobilization for milling machine is a round trip fee. The City will only
pay one mobilization/demobilization fee for a delivery order that does not meet the 10,000 SY minimum. Delivery orders will include multiple locations so mobilization between work sites shall be incidental.

All manholes and gas/water valves shall be marked by the contractor if they are exposed during milling and present a potential hazard. The contractor shall be responsible for notifying the City immediately of any areas that may need warning signs and/or barrels for identification. The City shall provide all barrels and warning signs once notified.

ALTERNATE UNIT PRICES:

As an alternate option, the City also requests a unit price for the contractor to provide a tri-axle dump truck with a driver to assist the City in hauling. This unit price will only be paid when the City requests help with extra trucks. This is an additional option that may or may not be used by the City. If used, the millings will be hauled to the same location as the City’s trucks and the contractor shall not be charged any dumping fees. This unit price will not be calculated in the bid award and will only be used (in addition to the SY milling price) when the City requests help with hauling millings.

CAUSE FOR CANCELLATION:

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

PAYMENT:

The City’s payment terms are net 30. Any invoices shall state the street where the work was performed. The contractor shall be paid per square yard of milling based on the appropriate unit price. With surface milling only one unit price will be paid per block. For example, if one block receives a full width mill, the City shall pay the full width surface milling unit price for the total area milled. The City shall not pay the keyway price for any roads that tie-in on that block. The unit prices for edge pass and keyway milling shall only be used when that is the only surface milling occurring on that particular block.

BONDS:

Each bidder must execute a bid bond in an amount no less than $2,500.00. This bond may be in the form of cash, cashier’s check, or a bond issued by a surety company authorized to do business in the state of Kentucky and made payable to the City of Henderson, or other form approved by the City.
The successful bidder must execute a performance bond and a payment bond each in the amount of $50,000.00 issued from a surety company authorized to do business in the state of Kentucky and made payable to the City of Henderson. An irrevocable letter of credit in the City’s favor from a bank registered to do business in the State of Kentucky may be substituted for the payment and performance bonds. Such bond or letter of credit must be delivered to the Finance Director within seven (7) days of notice of approval of this bid by the City Commission. Failure to do so will automatically forfeit the bid bond and the bid will no longer be considered valid. The City may then consider other bids.

**INSURANCE**

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

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

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

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

   - $1,000,000 combined single limit

C. Umbrella Insurance Aggregate limits of liability: $1,000,000

   - Bodily Injury and Property Damage Liability
   - Personal and Advertising Injury Liability

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

Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the City and signed by the Bidder’s insurer shall be supplied by Bidder to the City evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the City prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract. The City of Henderson shall be listed as an Additional Insured with waiver of subrogation in states where permitted.
OTHER REQUIREMENTS:

All work shall be performed by the contractor Monday through Friday. If it becomes necessary for the contractor to perform any work on weekends, holiday or after normal hours and such work causes the City to incur additional costs, such costs shall be subject to reimbursement by the contractor.

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

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

TERM:

Upon approval by the City of Henderson Board of Commissioners the successful bidder shall receive a contract effective through March 31, 2021. The contract may be extended for one or two additional one-year (1) periods, if agreed upon by both the City of Henderson and the successful bidder, effective through March 31, 2022 and March 31, 2023 if renewed both years. Should the contract be extended for one or two additional years, all other provisions of the original contract shall still apply.

- End of Section -
MUNICIPAL ORDER. ________

MUNICIPAL ORDER AWARDSING BID FOR ASPHALT MILLING SERVICES TO CHARBON CONTRACTING, LLC OF MADISONVILLE, KENTUCKY

WHEREAS, the City of Henderson has issued invitations to bid for asphalt milling services for various city projects; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on March 18, 2020 with Charbon Contracting, LLC of Madisonville, Kentucky, submitting the best bid, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Charbon Contracting, LLC, 475 Whittington Drive, Madisonville, Kentucky 42431 for milling services for various city projects, in strict accordance with its bid as submitted pursuant to Bid Reference 20-09, in the estimated amount of $117,300.00.

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

Commissioner Vowels: _______ Commissioner Staton: _______
Commissioner Bugg: _______ Mayor Austin: _______
Commissioner Royster: _______

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of April, 2020.

ATTEST:

Maree Collins, CKMC,
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ___ DAY OF APRIL, 2020

By: _______________________
Dawn S. Kelsey
City Attorney
City Commission Memorandum
20-59

April 6, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. "Buzzy" Newman, Jr., City Manager
SUBJECT: Award of Asphalt Bid

The accompanying municipal order authorizes the award of a contract to Rogers Group, Inc., Hopkinsville, Kentucky, for the purchase of asphalt and related street maintenance services in accordance with their low bid price.

The contract will be utilized to meet the street resurfacing and maintenance needs of the city’s asphalt streets, and includes pricing on a tonnage basis for base course asphalt, intermediate course, surface course asphalt, cold mix asphalt, primer, and tack coat. Also included in the award are prices for associated street work on a lineal foot basis.

Eight firms were included on our mailing list and notified of this bid, with four firms responding. All bids received met specifications.

This contract serves as an open requirement order and is a method to acquire commodities of an indeterminate amount and type at the lowest cost for the year ending March 31, 2021. It is expected that the total amount to be expended under this contract will be approximately $583,761.00. The contract may be extended for up to two additional one-year periods upon the written mutual consent of both parties.

Your approval of the municipal order is requested.

c: Brian Williams
   Dylan Ward
   Dawn Winn
April 6, 2020

TO: William L. “Buzzy” Newman, Jr., City Manager
FROM: Dylan Ward, Project Manager
SUBJECT: Bid Reference 20-11, Asphalt Paving and Related Street Maintenance Services

Bids were opened on April 3, 2020 for asphalt paving and related street maintenance services. The bids opened were as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rogers Group, Inc.</td>
<td>$583,761.00</td>
</tr>
<tr>
<td>RB Paving &amp; Construction Co.</td>
<td>$594,860.00</td>
</tr>
<tr>
<td>J.H. Rudolph &amp; Co., Inc</td>
<td>$595,150.00</td>
</tr>
<tr>
<td>E&amp;B Paving, Inc.</td>
<td>$655,220.00</td>
</tr>
</tbody>
</table>

This bid is for the purchase of asphalt paving and related street maintenance services for various city projects. The total bid price is based on the projected quantity of each asphalt service that the City expects to use throughout the upcoming year. Therefore, the total bid price is just an estimate of what the City expects to pay the winning bidder in the upcoming year. Actual cost will be based on the amount of work completed by the winning bidder and the unit prices provided in their bid. Additional unit prices were also requested for specialty work that may be required by the City beyond the scope of typical street paving work.

The award will be effective through **March 31, 2021** with the option to extend for one or two additional one-year (1) periods, upon written agreement by both parties.

I recommend that **Bid Reference 20-11**, Asphalt Paving and Related Street Maintenance Services, be awarded to **Rogers Group, Inc.**, P.O. Box 1045, Hopkinsville KY 42241.
<table>
<thead>
<tr>
<th>Description</th>
<th>Rogers Group, Inc. Hopkinsville, KY</th>
<th>J.H. Rudolph &amp; Co., Inc. Tell City, IN</th>
<th>R.B. Paving &amp; Construction CO. Greenville, KY</th>
<th>E &amp; B Paving Chandler, IN</th>
<th>LAST BID REFERENCE 18-19 APRIL 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET PAVING:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Asphalt surface in place, incl tack - Qty 4,000 tons</td>
<td>$76.00</td>
<td>$304,000.00</td>
<td>$79.00</td>
<td>$316,000.00</td>
<td>$80.00</td>
</tr>
<tr>
<td>B Asphalt intermediate base in place - Qty 1,000 tons</td>
<td>$72.98</td>
<td>$72,980.00</td>
<td>$75.50</td>
<td>$75,500.00</td>
<td>$78.00</td>
</tr>
<tr>
<td>C Asphalt base in place - Qty 500 tons</td>
<td>$68.75</td>
<td>$34,375.00</td>
<td>$68.00</td>
<td>$34,000.00</td>
<td>$71.88</td>
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<tr>
<td>Parking Lot Paving:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D Asphalt surface - Qty 100 tons</td>
<td>$107.82</td>
<td>$10,782.00</td>
<td>$110.00</td>
<td>$11,000.00</td>
<td>$118.00</td>
</tr>
<tr>
<td>E Asphalt base - Qty 50 tons</td>
<td>$92.33</td>
<td>$4,615.00</td>
<td>$94.00</td>
<td>$4,700.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Pick Up by Owner:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F Asphalt surface FOB plant - 100 tons</td>
<td>$65.00</td>
<td>$6,500.00</td>
<td>$65.00</td>
<td>$6,500.00</td>
<td>$64.00</td>
</tr>
<tr>
<td>G Asphalt base FOB plant - Qty 10 tons</td>
<td>$60.25</td>
<td>$602.50</td>
<td>$60.00</td>
<td>$600.00</td>
<td>$64.00</td>
</tr>
<tr>
<td>H Cold mix/UPM FOB plant - Qty 10 tons</td>
<td>$146.00</td>
<td>$1,460.00</td>
<td>$105.00</td>
<td>$1,050.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Additional Unit Prices:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I Milling with Kid Steer 600 SY</td>
<td>$18.00</td>
<td>$10,800.00</td>
<td>$20.00</td>
<td>$12,000.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>J Asphalt Patching (with dig-out) 300 SY</td>
<td>$54.75</td>
<td>$16,425.00</td>
<td>$45.00</td>
<td>$13,500.00</td>
<td>$51.72</td>
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<tr>
<td>K Paver Patching (w/no digout):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L Asphalt Base - Qty 600 Tons</td>
<td>$101.71</td>
<td>$61,026.00</td>
<td>$92.00</td>
<td>$55,200.00</td>
<td>$81.84</td>
</tr>
</tbody>
</table>
**CITY OF HENDERSON, KENTUCKY**  
**BID TABULATION SHEET**

**BID REFERENCE NO.:** 20-11  
**DATE BID OPENED:** 04/03/20  
**APPROVAL DATE:**  
**ACCEPTANCE FORM SENT:**  

<table>
<thead>
<tr>
<th>Bid Reference No.</th>
<th>Rogers Group, Inc.</th>
<th>J.H. Rudolph &amp; Co., Inc.</th>
<th>RB Paving &amp; Construction Co.</th>
<th>E &amp; B Paving Chandler, IN</th>
<th>LAST BID REFERENCE APRIL 2013</th>
<th>Percent Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>L</td>
<td>Inter. Asphalt  -</td>
<td>$109.88</td>
<td>$107.00</td>
<td>$98.76</td>
<td>$100.00</td>
<td>$21,846.00</td>
</tr>
<tr>
<td></td>
<td>Qty 200 Tons</td>
<td>$21,976.00</td>
<td>$21,400.00</td>
<td>$19,752.00</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Surface Asphalt -</td>
<td>$115.94</td>
<td>$120.00</td>
<td>$105.44</td>
<td>$120.00</td>
<td>$5,797.00</td>
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<tr>
<td></td>
<td>Qty 50 Tons</td>
<td>$5,797.00</td>
<td>$6,000.00</td>
<td>$5,272.00</td>
<td>$6,000.00</td>
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</tr>
<tr>
<td></td>
<td>Widening Machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(up to 7' wide)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Dense Grade aggregate - Qty 100 Tons</td>
<td>$42.50</td>
<td>$44.00</td>
<td>$4,250.00</td>
<td>$32.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>O</td>
<td>Base Asphalt - Qty 100 Tons</td>
<td>$79.09</td>
<td>$97.00</td>
<td>$7,909.00</td>
<td>$9,700.00</td>
<td>$79.12</td>
</tr>
<tr>
<td>P</td>
<td>Inter. Asphalt - Qty 100 Tons</td>
<td>$90.59</td>
<td>$104.00</td>
<td>$9,059.00</td>
<td>$10,400.00</td>
<td>$85.12</td>
</tr>
<tr>
<td>Q</td>
<td>Surface Asphalt - Qty 100 Tons</td>
<td>$103.03</td>
<td>$106.00</td>
<td>$10,303.00</td>
<td>$10,600.00</td>
<td>$88.12</td>
</tr>
<tr>
<td></td>
<td>Mobilization Fees:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>Skid Steer w/Milling Attachment (item I) - 1 round trip</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$700.00</td>
<td>$700.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>S</td>
<td>Excavation Equipment (item J) - round trip</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$700.00</td>
<td>$700.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>T</td>
<td>Widening Machine (items N-Q) - round trip</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL BID PRICE</td>
<td>$2,304.62</td>
<td>$583,761.00</td>
<td>$595,150.00</td>
<td>$594,860.00</td>
<td>$655,220.00</td>
</tr>
</tbody>
</table>

*Other Bidders Contacted: Owensboro Paving Co., Providence Paving, Road Builders, LLC, Scotty's Contracting & Stone, LLC*

*Bids Opened & Recorded By: Brian Williams, Leigh Anne Herron*  
*Bids Reviewed By: Brian Williams, Dylan Ward*

*Since expected quantities vary from year to year the extensions from last year are not applicable*
The City of Henderson is soliciting bids for the purchase of asphalt for street paving and related street maintenance services. This work will take place throughout the city on various streets and other city-owned properties.

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

All potential bidders are required to attend a mandatory pre-bid meeting to be held in the 2nd floor conference room of the City of Henderson Municipal Center, 222 First Street, Henderson, Kentucky on Friday, March 20, 2020 at 1:30 p.m..

SPECIFICATIONS AND REQUIREMENTS:

The work involved under this contract is for the paving of various city streets and various other paving-related services. The quantities can vary from year to year; therefore, the City cannot guarantee any certain quantity of work. The streets are located in different sections of the city and any moving around by the contractor, or other perceived inconveniences, shall be included in the base bid price. Because the City does not guarantee any certain amount of work, it will not pay for what the contractor perceives as lost production due to moving around. The contractor shall have a crew that is available within twenty one (21) days of notice to proceed on any citywide project, and all work shall be completed within a reasonable length of time. In any case the City deems an emergency; the contractor shall have a crew available immediately.

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

All asphalt mixes, tack coats, and construction shall conform to the Kentucky State Department of Transportation’s current specifications. Overlay thickness of surface pavements shall be 1.5 inches in place, unless stated otherwise.

The contractor shall use the following asphalt mixes unless stated otherwise:

- KYTC CL2 Asphalt Base 1.00D PG64-22
- KYTC CL2 Asphalt Binder 0.50D PG64-22
- KYTC CL2 Asphalt Surface 0.38D PG64-22

The milling of city streets will be performed by others.
The contractor shall be responsible for the maintenance of traffic as required by the MUTCD. For certain heavily-trafficked areas the contractor may contact the City's Public Works Department at least 1 full business day in advance to request additional signage, assistance, and/or a temporary street closure. This does not, however, obligate the City to assist with these items and the City assumes no liability during paving. It will be up to the discretion of the Public Works Director to grant or deny any of these requests based on the current workload of the City.

The City shall be responsible for distributing public notices and flyers for street paving, however, the contractor shall give the City at least two full business day's notice. If any vehicles or obstructions remain when the contractor arrives, then the contractor shall contact the City's Public Works Department and they shall have them moved.

ADDITIONAL UNIT PRICES:

In addition to the bid prices for street paving, the City also requests unit prices for the following items. During the course of this contract, the City may or may not use these additional services; therefore, the City does not guarantee any quantities. Estimated quantities have been provided and are included in the bid total.

Milling with Skid Steer – This work is separate from the City's annual milling contract, which is bid separately. The milling of City streets will be done by others and is not a part of this contract. This milling will typically include work that is low production and best suited for a skid steer with a milling head attachment. Work may include, but is not limited to: butt joints, trim work, and patching. This will primarily be used in areas where a full or partial mill is not required, only keyways or trim work. Clean-up and hauling is incidental to the work, and will be the responsibility of the contractor. However, the City will provide a dump site free of charge, or the contractor may keep the material if they so choose. This line item will be paid per square yard. In addition to the unit price, the City will pay for one round-trip mobilization fee if this additional unit price work is used.

Asphalt Patching (with dig-out) – Includes the work to saw cut, excavate, and clean-out sections of pavement to a depth of 4" below the road surface elevation. Also includes the work to place and compact 4" of base asphalt, with a clean smooth finish. All sides of the excavation must be clean and free of broken edges. Tack coats are required between pavement lifts and against excavated edges. This item will be paid per square yard. (Note: The contractor may use milling in lieu of saw cutting and excavating if they so choose; however, the City shall not be billed any additional costs for milling under this option or for any additional surface area generated from using a milling machine). The contractor is responsible for all associated clean-up and disposal/hauling of any excavated debris. The City will provide a dump site free of charge, or the contractor may keep the material if they so choose. In addition to the unit price, the City will pay for one round-trip mobilization fee if this additional unit price work is used.
The City has its own in-house asphalt patching crew that will perform most of the minor patching; therefore, the City will only require the use of these patching services when the quantities or areas are too large for the City to repair in house. This item will typically, but not necessarily, be used on a street before it is re-paved.

Paver Patching (with no dig-out) – Includes major street patching using full-width paver. Patches will be dug out or milled by others. This item will typically, but not necessarily, be used following the milling of an entire street done by others when large subsurface failures are found. Patch work with the paver will be paid per ton using the prices provided for base, intermediate base, and surface under this option. Tack coats are required between pavement lifts. In addition to traditional patching work prior to paving, any single section of pavement less than 25 tons (approximately one truckload) shall be paid as a patch, even if it is traditional paving work.

Widening Machine – The contractor shall provide a unit price per ton for using a widening machine (for up to 7’ wide). Typical applications include widening a road, installing a shoulder, filling a utility trench, etc. The contractor shall provide four (4) unit prices for placing rock DGA, base asphalt, intermediate base asphalt, and surface asphalt, all of which shall be properly compacted per KYTC’s specifications. This item does not include any dig-out. In addition to the unit price, the City will pay for one round-trip mobilization fee if this additional unit price work is used.

CAUSE FOR CANCELLATION:

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

PAYMENT:

The City’s payment terms are net 30. All invoices shall state the street where the work was performed, the amount and type of asphalt applied, and all other pertinent information that is required if billing for one of the additional unit price services. Each street and the quantities used must be listed separately on each invoice. Tickets must be labeled by street. The contractor is responsible for delivering tickets to the City within ten (10) business days. Failure to provide a breakdown of tons per street on the invoice may result in a delay of payment.

BONDS:

Each bidder must execute a bid bond in an amount no less than $2,500.00. This bond may be in the form of cash, cashier’s check, or a bond issued by a surety company authorized to do business in the state of Kentucky and made payable to the City of Henderson, or other form approved by the City.
SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 4

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

INSURANCE

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

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

   Bodily Injury: $1,000,000 each occurrence
   $2,000,000 aggregate
   Property Damage: $1,000,000 each occurrence

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

   $1,000,000 combined single limit

C. Umbrella Insurance Aggregate limits of liability: $1,000,000

   Bodily injury and Property Damage Liability
   Personal and Advertising Injury Liability

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

Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the City and signed by the Bidder’s insurer shall be supplied by Bidder to the City evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the City prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract. The City of Henderson shall be listed as an Additional Insured with waiver of subrogation in states where permitted.
OTHER REQUIREMENTS:

All work shall be performed by the Contractor, Monday through Friday. If it becomes necessary for the contractor to perform any work on weekends, holiday or after normal hours and such work causes the City to incur additional costs, such costs shall be subject to reimbursement by the contractor. The City will not pay for any overtime costs.

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

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

TERM:

Upon approval by the City of Henderson Board of Commissioners the successful bidder shall receive a contract effective through **March 31, 2021**. **The contract may be extended for one or two additional one-year (1) periods, if agreed upon by both the City of Henderson and the successful bidder, effective through March 31, 2022 and March 31, 2023 if renewed both years.** Should the contract be extended for one or two additional years, all other provisions of the original contract shall still apply.

- End of Section -
MUNICIPAL ORDER

MUNICIPAL ORDER AWARDING BID FOR PURCHASE OF ASPHALT PAVING AND RELATED STREET MAINTENANCE SERVICES TO ROGERS GROUP, INC. OF HOPKINSVILLE, KY

WHEREAS, the City of Henderson has issued invitations to bid for the purchase of asphalt and related street maintenance services; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on April 3, 2020, with Rogers Group, Inc., of Hopkinsville, KY submitting the best bid, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Rogers Group, Inc., of P.O. Box 1045, Hopkinsville, KY 42241, for the purchase of asphalt and related street maintenance services, in strict accordance with its bid as submitted pursuant to Bid Reference 20-11.

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

Commissioner Vowels: ___________ Commissioner Staton: _________
Commissioner Bugg: _________ Commissioner Royster: _________
Mayor Austin: _________

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of April, 2020.

ATTEST:

______________________________
Steve Austin, Mayor
Date: __________________________

______________________________
Maree Collins, CKMC
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ___ DAY OF APRIL, 2020.

By: _____________________________
Dawn S. Kelsey
City Attorney
City Commission Memorandum  
20-58

April 8, 2020

TO: Mayor Steve Austin and the Board of Commissioners

FROM: William L. "Buzzy" Newman, Jr., City Manager

SUBJECT: Award of Bid for Limestone Rock and Sand

The accompanying municipal order authorizes the award of bids for the purchase of limestone rock and sand (Group A) to Mulzer Crushed Stone, Inc., Tell City, Indiana; Pine Bluff Materials Company, LLC, Henderson; and Green Dream International LLC, Erie, Pennsylvania. No bids were received for recycled concrete (Group B).

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

Eight firms were included on our mailing list and notified of this bid, with three firms responding. Items were bid for delivered by the vendor as well as for yard price for pick-up by the City. Mulzer Crushed Stone, Inc. submitted the only bid for Items 1-7 for pick-up; Pine Bluff Materials Company, LLC submitted the low bid for Items 8-9 for pick-up and delivered; and Green Dream International LLC submitted the low bid for Items 1-7 delivered and award is recommended accordingly.

The award will be for a one-year period through March 31, 2021, with up to two one-year extension options. This contract serves as an open requirement order and is a method to acquire commodities of an indeterminate amount and type at the lowest price.

Your approval of the attached municipal order is requested.

c: Dylan Ward  
Brian Williams  
Owen Reeves  
Trace Stevens  
Doug Boom  
Dawn Winn  
Tom Williams  
Chris Heimgartner
TO: William L. “Buzzy” Newman, Jr., City Manager
FROM: Dylan Ward, Project Manager
SUBJECT: Bid Reference 20-10, Limestone Rock, Sand, and Recycled Concrete

Bids were opened on April 3, 2020 for Limestone Rock, Sand, and Recycled Concrete. A complete bid tabulation sheet is attached.

This bid is for the purchase and/or delivery of Limestone Rock, Sand, and Recycled Concrete for various city projects. Group A included Limestone Rock and Sand (nine items), and Group B included Recycled Concrete (three items).

In the bid for the purchase and/or delivery of Limestone Rock, Sand, and Recycled Concrete the award will be for a 12-month period effective through March 31, 2021 with the option to extend for up to two additional one-year (1) periods upon agreement by both parties.

Listed below are the recommended awards for each of the individual line items in Group A: Limestone Rock and Sand. For materials picked-up by the City, only those vendors whose yard was within ten (10) miles from the center of the City were considered. For delivered materials, the lowest price was selected regardless of yard location.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Pick-Up Vendor</th>
<th>Pick-Up Price (per ton)</th>
<th>Delivered Vendor</th>
<th>Delivered Price (per ton)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KY DGA</td>
<td>Mulzer</td>
<td>$17.25</td>
<td>Green Dream</td>
<td>$18.09</td>
</tr>
<tr>
<td>2</td>
<td>KY 3s</td>
<td>Mulzer</td>
<td>$17.80</td>
<td>Green Dream</td>
<td>$18.87</td>
</tr>
<tr>
<td>3</td>
<td>KY 9-Ms</td>
<td>Mulzer</td>
<td>$20.05</td>
<td>Green Dream</td>
<td>$20.20</td>
</tr>
<tr>
<td>4</td>
<td>KY 57s</td>
<td>Mulzer</td>
<td>$17.80</td>
<td>Green Dream</td>
<td>$18.70</td>
</tr>
<tr>
<td>5</td>
<td>KY 68s</td>
<td>Mulzer</td>
<td>$19.50</td>
<td>Green Dream</td>
<td>$18.81</td>
</tr>
<tr>
<td>6</td>
<td>KY 610s</td>
<td>Mulzer</td>
<td>$17.25</td>
<td>Green Dream</td>
<td>$18.81</td>
</tr>
<tr>
<td>7</td>
<td>Rip Rap 10&quot;</td>
<td>Mulzer</td>
<td>$21.65</td>
<td>Green Dream</td>
<td>$21.70</td>
</tr>
<tr>
<td>8</td>
<td>Fill Sand</td>
<td>Pine Bluff</td>
<td>$9.35</td>
<td>Pine Bluff</td>
<td>$11.60</td>
</tr>
<tr>
<td>9</td>
<td>Mortar Sand</td>
<td>Pine Bluff</td>
<td>$9.35</td>
<td>Pine Bluff</td>
<td>$11.60</td>
</tr>
</tbody>
</table>

No bids were received for Group B: Recycled Concrete. Because these materials are not used regularly by the City, there is no reason to re-bid these items until the need arises.
Therefore, I recommend that **Bid Reference 20-10 Limestone Rock, Sand, and Recycled Concrete**, be awarded according to the following:

- Pick-up of Group A: Limestone Rock and Sand Items #1-7 to **Mulzer Crushed Stone, Inc., PO Box 249, Tell City, IN 47586**.
- Pick-up and delivery of Group A: Limestone Rock and Sand Items #8-9 to **Pine Bluff Materials Company, LLC, 621 South Main Street, Henderson, KY 42420**.
- Delivery of Group A: Limestone Rock and Sand Items #1-7 to **Green Dream International LLC, 32 W. 8th Street Suite No. 607, Erie, PA 16501**.
### CITY OF HENDERSON, KENTUCKY

**BID TABULATION SHEET**

**BID REFERENCE NO.:** 20-10

**DATE BID OPENED:** 04/03/20

**APPROVAL DATE:**

**ACCEPTANCE FORM SENT:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>KY DGA - 4,000 tons</td>
<td>$18.09</td>
<td>$17.25</td>
<td>$18.40</td>
<td>$18.09</td>
<td>$17.25</td>
<td>$18.40</td>
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<td>$18.40</td>
<td>$18.09</td>
<td>$17.25</td>
<td>$18.40</td>
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<tr>
<td>KY 3s - 700 tons</td>
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<td>$17.80</td>
<td>$18.80</td>
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<td>$17.80</td>
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<tr>
<td>KY 9-Ms - 1,300 tons</td>
<td>$20.20</td>
<td>$20.05</td>
<td>$20.25</td>
<td>$20.20</td>
<td>$20.05</td>
<td>$20.25</td>
<td>$20.20</td>
<td>$20.05</td>
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<td>$20.25</td>
<td>$20.20</td>
<td>$20.05</td>
<td>$20.25</td>
</tr>
<tr>
<td>KY 68s - 300 tons</td>
<td>$18.81</td>
<td>$19.50</td>
<td>$19.50</td>
<td>$18.81</td>
<td>$19.50</td>
<td>$19.50</td>
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<td>$19.50</td>
<td>$18.81</td>
<td>$19.50</td>
<td>$19.50</td>
</tr>
<tr>
<td>KY 610s - 900 tons</td>
<td>$18.81</td>
<td>$18.70</td>
<td>$18.70</td>
<td>$18.81</td>
<td>$18.70</td>
<td>$18.70</td>
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<td>$18.70</td>
<td>$18.81</td>
<td>$18.70</td>
<td>$18.70</td>
</tr>
<tr>
<td>Fill Sand - 2,000 tons</td>
<td>$15.36</td>
<td>$10.95</td>
<td>$15.35</td>
<td>$15.36</td>
<td>$10.95</td>
<td>$15.35</td>
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<td>$10.95</td>
<td>$15.35</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
<th>Yard Price</th>
<th>Delivered Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycled Concrete (DGA equivalent) - 200 tons</td>
<td>no bid</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recycled Concrete (KY 9-Ms equivalent) - 100 tons</td>
<td>no bid</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recycled Concrete (KY 57s equivalent) - 100 tons</td>
<td>no bid</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
<td>no bid</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Group A Total Delivered Cost | $0.00 |
| Group B Total Delivered Cost | $0.00 |

**Other Bidders Contacted:** Irving Materials, Inc; Rogers Group, Inc; Hunter Sand & Gravel, Inc; Hazer Construction Co., Inc; M Bowling, Inc.

**Bids Opened & Recorded By:**

<table>
<thead>
<tr>
<th>Irving Materials, Inc; Rogers Group, Inc; Hunter Sand &amp; Gravel, Inc; Hazer Construction Co., Inc; M Bowling, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dawn Winn</td>
</tr>
<tr>
<td>Leigh Anna Herron</td>
</tr>
</tbody>
</table>

**Bids Reviewed By:**

| Dylan Ward                                                    |
| Brian Williams                                                |
Special Conditions and Technical Specifications

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

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

All material shall conform to Kentucky Department of Transportation specifications. It is not required for DGA material to be pug milled. "Delivered" shall include delivery to a job site anywhere in the city limits of Henderson. Material may also be stockpiled in advance of projects.

Fill sand must be free of angular rock or other contaminants. Any material that does not meet these requirements may be rejected.

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

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

For delivered material, the City shall only order full truckloads; therefore, the City shall not be billed by the successful bidder for any minimum tonnage charges.

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

Upon approval by the City of Henderson Board of Commissioners the successful bidder shall receive a contract effective through March 31, 2021. The contract may be extended for one or two additional one-year (1) periods, if agreed upon by both the City of Henderson and the successful bidder, effective through March 31, 2022 and March 31, 2023 if renewed both years. Should the contract be extended for one or two additional years, all other provisions of the original contract shall still apply.

All questions may be directed to Dylan Ward, Project Manager, at (270) 854-2060.

- End of Section -
City of Henderson, Kentucky  
Invitation to Bid

Bid Reference No. 20-10

LOWEST EVALUATED BID PRICE CRITERIA

Bid(s) will be awarded on an individual basis to the bidder with the lowest Delivered Cost for each item using bid unit price times the expected annual quantity. The City will add a delivery cost equal to the delivery charges (as entered by the bidder on the Bid Pricing Sheet) to the yard price to compute a total cost for material the City picks up. The bid unit prices shall be used for payment of actual quantities of materials purchased. For material picked up by the City, the City reserves the right to purchase from the lowest priced vendor whose yard is less than ten (10) miles from the center of the City.

Bid will be awarded on an individual line-item basis. Bidders may submit bids for one or more of the items in Group A or Group B.

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

### Group A: Limestone, Rock and Sand

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>KY DGA</td>
<td>4,000 tons</td>
</tr>
<tr>
<td>2.</td>
<td>KY 3s</td>
<td>700 tons</td>
</tr>
<tr>
<td>3.</td>
<td>KY 9-Ms</td>
<td>1,300 tons</td>
</tr>
<tr>
<td>4.</td>
<td>KY 57s</td>
<td>900 tons</td>
</tr>
<tr>
<td>5.</td>
<td>KY 68s</td>
<td>300 tons</td>
</tr>
<tr>
<td>6.</td>
<td>KY 610s</td>
<td>300 tons</td>
</tr>
<tr>
<td>7.</td>
<td>Rip-Rap 10&quot;</td>
<td>400 tons</td>
</tr>
<tr>
<td>8.</td>
<td>Fill Sand</td>
<td>2,000 tons</td>
</tr>
<tr>
<td>9.</td>
<td>Mortar Sand</td>
<td>1,000 tons</td>
</tr>
</tbody>
</table>
LOWEST EVALUATED BID PRICE CRITERIA

Page 2

Group B: Recycled Concrete

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Recycled Concrete (DGA equivalent)</td>
<td>200 tons</td>
</tr>
<tr>
<td>2.</td>
<td>Recycled Concrete (KY 9-Ms equivalent)</td>
<td>100 tons</td>
</tr>
<tr>
<td>3.</td>
<td>Recycled Concrete (KY 57s equivalent)</td>
<td>100 tons</td>
</tr>
</tbody>
</table>

- All recycled concrete must be free of steel fragments.
- All recycled concrete must meet the appropriate KYTC aggregate gradation and size requirements.
- Equivalent DGA material must meet all applicable KYTC DGA specifications.
- Please provide a copy of Particle Size Distribution Report.

- End of Section –
MUNICIPAL ORDER.

MUNICIPAL ORDER AWARDING BIDS FOR PURCHASE OF LIMESTONE ROCK AND SAND, GROUP A TO MULZER CRUSHED STONE, INC., TELL CITY, INDIANA; PINE BLUFF MATERIALS COMPANY, LLC, HENDERSON, KENTUCKY; AND GREEN DREAM INTERNATIONAL LLC, ERIE, PENNSYLVANIA

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

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on April 3, 2020, with Mulzer Crushed Stone, Inc., of Tell City, Indiana, submitting the best bid for pick-up items 1-7; Pine Bluff Materials Company, LLC, of Henderson, Kentucky for pick-up items 8-9 and delivery items 8-9; and Green Dream International LLC, of Erie, Pennsylvania for delivery items 1-7 of Group A, which bids the City Manager recommends be accepted. There were no bids received for Group B.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendations of the City Manager are approved, and award is hereby made to Mulzer Crushed Stone, Inc., P.O. Box 249, Tell City, Indiana 47586 for pick-up items 1-7; Pine Bluff Materials Company, LLC, 621 South Main Street, Henderson, Kentucky 422420 for pick-up items 8-9 and delivery items 8-9; and Green Dream International LLC, 32 W. 8th Street, Suite No. 607, Erie, Pennsylvania 16501 for delivery items 1-7 for Group A purchase of limestone rock and sand, in strict accordance with their bids as submitted pursuant to Bid Reference 20-10.

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

Commissioner Vowels: _______  Commissioner Staton: _______
Commissioner Bugg: _______  Mayor Austin: _______
Commissioner Royster: _______

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 14th day of April, 2020.

______________________________
Steve Austin, Mayor
Date: _______________________

ATTEST:

______________________________
Maree Collins, CKMC,
City Clerk
APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF APRIL, 2020.

By: ____________________________
   Dawn S. Kelsey
   City Attorney
April 6, 2020

TO: Mayor Steve Austin and the Board of Commissioners

FROM: William L. “Buzzy” Newman, Jr., City Manager

SUBJECT: Labor Services Contract - Concrete

The accompanying municipal order authorizes the award of a contract to Rivertown Construction LLC, Newburgh, Indiana for the furnishing of labor services for various repairs to concrete streets and sidewalks. The estimated value of the contract is $269,460.00. In the event Rivertown is unable to meet the City’s needs within the required time frame as outlined in the bid documents, the alternate provider shall be, Westate Construction, Inc., Hopkinsville, Kentucky.

Included in the services to be provided are the removal and placement of concrete streets, sidewalks, construction of new sidewalks, curbs & gutters, the installation of ADA curb ramps, and related concrete work as directed by the city. The work assigned is priced on unit basis as depicted on the bid abstract.

Bid information was sent to seventeen vendors, with six responding. The bid from H&W Concrete, did not meet specifications as they failed to include the required bid bond with their submission. All of the remaining bids met specifications and award is recommended accordingly.

This contract serves as an open requirement order and is a method to acquire commodities or services of an indeterminate amount and type at the lowest cost. The term of the contract runs through March 31, 2021, with up to two one-year extension options.

Your approval of the municipal order is requested.

c: Dylan Ward
   Dawn Winn
   Brian Williams
   Doug Boom
April 6, 2020

TO: William L. "Buzzy" Newman, Jr., City Manager
FROM: Dylan Ward, Project Manager
SUBJECT: Bid Reference 20-12, Concrete Labor for Various City Projects

Bids were opened on April 3, 2020 for Concrete Labor for Various City Projects. The bids opened were as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Town Construction, LLC</td>
<td>$269,460.00</td>
</tr>
<tr>
<td>Westate Construction, Inc.</td>
<td>$287,467.45</td>
</tr>
<tr>
<td>KMAC Contracting, LLC</td>
<td>$288,225.00</td>
</tr>
<tr>
<td>Glenn's General Contracting</td>
<td>$333,027.50</td>
</tr>
<tr>
<td>Hazex Construction Co., Inc.</td>
<td>$378,513.85</td>
</tr>
</tbody>
</table>

One additional bid was submitted by H&W Concrete, LLC, however, they failed to submit a bid bond with their bid submittal as required by the bid documents so their bid was rejected as incomplete.

This bid is for the labor to repair various sidewalks, streets, curbs, gutters and service cuts throughout the City, as well as any other related concrete work required by the City. This bid award will be effective through **March 31, 2021** with the option to extend the contract for up to two additional one-year (1) periods if agreed upon by both the City of Henderson and the successful bidder. A contract extension would include an automatic 3% increase in Unit Prices for each additional year, effective on April 1, 2021 and April 1, 2022 if renewed both years.

The bid package states that “if the awarded vendor is unable to fulfill the contract within the specified time, the next lowest responsible bidder will be awarded the contract.” It also states that “if the contractor shall fail to respond within the seven-day notice period on more than two occasions during the contract, the City may immediately cancel the contract.”

Should the primary bidder default on their contract as described above or fail to respond within the notice periods as outlined in the bid documents, then the bid documents also state that “the City of Henderson may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.”
Therefore, at this time, I recommend that the City proceed with awarding both a primary and an alternate bid for concrete labor as permitted in the bid package should a situation arise when the primary bidder is unavailable. The alternate bidder will only be used in cases of default by the primary bidder or in emergency situations when the primary bidder is unavailable.

I recommend that Bid Reference 20-12, Concrete Labor for Various City Projects, be awarded to the lowest bidder meeting the specifications, River Town Construction, LLC, PO Box 444, Newburgh, IN 47629 as the primary provider of concrete labor under this contract.

Furthermore, I also recommend that Westate Construction, Inc., PO Box 25, Hopkinsville, KY 42241 be selected as the alternate provider of concrete labor under this contract. The alternate provider shall only be used when River Town Construction, LLC is unable to meet the City’s needs within the required time frame as outlined in the bid documents.
<table>
<thead>
<tr>
<th>A</th>
<th>Removal of concrete or other material, including excavation, hauling, etc.</th>
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<tbody>
<tr>
<td></td>
<td>Description</td>
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<tr>
<td>In areas &lt; 100 sf - Qty 1,500 sf</td>
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<tr>
<td>In areas &gt; 100 sf and &lt; 500 sf - Qty 5,000 sf</td>
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<tr>
<td>In areas &gt; 500 sf - Qty 20,000 sf</td>
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<td>B</td>
<td>Placement of concrete (flat work), including grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc.</td>
</tr>
<tr>
<td></td>
<td>Description</td>
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<tr>
<td>In areas &lt; 100 sf - Qty 1,500 sf</td>
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<tr>
<td>In areas &gt; 500 sf - Qty 20,000 sf</td>
<td>2.00</td>
</tr>
<tr>
<td>C</td>
<td>Removal of curb and gutter, valley curb, or vertical curb including excavating, hauling, etc. Qty 3,000 ft</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td></td>
<td>Placement of concrete for curb and gutter, valley curb, or vertical curb including grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. Qty 3,000 ft</td>
</tr>
<tr>
<td></td>
<td>Placement of concrete for curb and gutter, including grading, placing and compacting rock base, forming, finishing by slip form mold, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. (Two foot curb/gutter, 6&quot; curb with 10° gutter) Qty 600 ft</td>
</tr>
<tr>
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<td>Placement of concrete for standard header curb, including grading, placing, and compacting rock base, forming, finishing by slip form mold, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. (Swinging header curb, 6&quot; by 18&quot;) Qty 600 ft</td>
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<tr>
<td></td>
<td>Labor and equipment for sawing (not including saw cutting for contraction joints) Qty 5,000 ft</td>
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<tr>
<td></td>
<td>ADA curb ramps Qty 40 each</td>
</tr>
<tr>
<td></td>
<td>Unit Price Extension Unit Price Extension Unit Price Extension Unit Price Extension Unit Price Extension Unit Price Extension Unit Price Extension Unit Price Extension</td>
</tr>
<tr>
<td></td>
<td>20.247.60</td>
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<tr>
<td>CITY OF HENDERSON, KENTUCKY</td>
<td>BID TABULATION SHEET</td>
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<tr>
<td>-----------------------------</td>
<td>----------------------</td>
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<td>BID REFERENCE NO.: 20-12</td>
<td></td>
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<tr>
<td>DATE BID OPENED: 04/03/20</td>
<td></td>
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<tr>
<td>APPROVAL DATE:</td>
<td></td>
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<tr>
<td>ACCEPTANCE FORM SENT:</td>
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</table>

**Removal of existing ground features and placement of concrete sidewalk, including filling less than one foot, grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, back-filling, seeding, cleanup, barricades, etc. - Qty 1,000 sf**

<table>
<thead>
<tr>
<th>Rivertown Construction, LLC Newburgh, IN</th>
<th>H &amp; W Concrete Georgetown, KY</th>
<th>Westgate Construction Hopkinsville, KY</th>
<th>K-Mac Contracting Madisonville, KY</th>
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<tr>
<td>4.22</td>
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<td>117.00</td>
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<td><strong>Total Bid Price</strong></td>
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<td><strong>$277,449.00</strong></td>
<td><strong>$1,904.16</strong></td>
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**Other Bidders Contacted:**

- Hazex Construction; AVP, Inc.; MBI; Double A Excavating; Ragle, Inc. (Rivertown); Donald Peters; Premier Landscaping; Boodle Brown Concrete; DMF Equipment & Excavating, LLC; Garrett Concrete; Knight Construction & Excavating, Inc.; Charbon Contracting Co., LLC; JBI Construction, Inc.

**Bids Opened & Recorded By:**

- Dawn Winn
- Leigh Anne Herron

**Bids Reviewed By:**

- Buzzy Newman
- Dylan Ward

*Since expected quantities vary from year to year the extensions from last year are not applicable.*
## Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Unit Price</th>
<th>Extension</th>
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<td>A Removal of concrete or other material, including excavation, hauling, etc.</td>
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<td>In areas &lt; 100 sf - Qty 1,500 sf</td>
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<td>B Placement of concrete (flat work), including grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc.</td>
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<td>44,600.00</td>
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<tr>
<td>C Removal of curb and gutter, valley curb, or vertical curb including excavating, hauling, etc. Qty 3,000 ft</td>
<td>13.48</td>
<td>40,440.00</td>
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<td>-</td>
<td>6.97</td>
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<td>D Placement of concrete for curb and gutter, valley curb, or vertical curb including grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. Qty 3,000 ft</td>
<td>26.19</td>
<td>78,570.00</td>
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<td>-</td>
<td>22.50</td>
<td>67,500.00</td>
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<td>E Placement of concrete for standard header curb, including grading, placing, and compacting rock base, forming, finishing by slip form mold, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. (Two foot curb/gutter, 6&quot; curb with 1'6&quot; gutter) Qty 600 ft</td>
<td>15.00</td>
<td>9,000.00</td>
<td>14.00</td>
<td>8,400.00</td>
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<td>-</td>
<td>13.57</td>
<td>5,142.00</td>
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<td>F Placement of concrete for standard header curb, including grading, placing, and compacting rock base, forming, finishing by slip form mold, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. (Standing header curb, 6&quot; by 18&quot;) Qty 600 ft</td>
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<td>-</td>
<td>-</td>
<td>13.57</td>
<td>8,142.00</td>
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<tr>
<td>G Labor and equipment for sawing (not including saw cutting for contraction joints) Qty 5,000 ft</td>
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CITY OF HENDERSON, KENTUCKY  
BID TABULATION SHEET  

BID REFERENCE NO.: 20-12  
DATE BID OPENED: 04/03/20  
APPROVAL DATE:  
ACCEPTANCE FORM SENT:  

<table>
<thead>
<tr>
<th>I</th>
<th>Description</th>
<th>Hazard Construction Co., Inc.</th>
<th>Glenn's General Contracting</th>
<th></th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Removal of existing grade features and placement of concrete sidewalk, including filling less than one foot, grading, placing and compacting rock base, forming, finishing, saw cutting or tooling of joints, backfilling, seeding, cleanup, barricades, etc. - Qty 6,000 sf</td>
<td>$6.07</td>
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<td>J</td>
<td>Placement of unfinished concrete, puddle only with coarse finish; no joints, sawcutting, or excavation included (for filling in front of new curbs, trenches, etc.) - Qty 1,000</td>
<td>$1.55</td>
<td>$1,550.00</td>
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<td>K</td>
<td>Maintenance of Traffic (Flaggers total of two) - Qty 1,000</td>
<td>$1,796.79</td>
<td>$8,983.95</td>
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<td>L</td>
<td>ADA compliant detectable warning surfaces for pedestrian crossings (truncated domes), color chosen by owner 3' wide cast-in-place replaceable tactile - Qty 25</td>
<td>$107.40</td>
<td>$2,685.00</td>
<td>101.40</td>
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<td>4' wide cast-in-place replaceable tactile - Qty 25</td>
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<td>3' wide surface mount (retrofit) - Qty 25</td>
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<td>5' wide surface mount (retrofit) - Qty 25</td>
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<td>ADA compliant detectable warning surfaces for pedestrian crossings (truncated domes), color chosen by owner 4' wide surface mount (retrofit) - Qty 25</td>
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<td>5' wide surface mount (retrofit) - Qty 25</td>
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</table>

Other Bidders Contacted: Hazex Construction; AVP, Inc.; MBI; Double A Excavating; Ragle, Inc. (Rivertown); Donald Peters; Premier Landscaping; Boodle Brown Concrete; DMF Equipment & Excavating, LLC; Garrett Concrete; Knight Construction & Excavating, Inc.; Charbon Contracting Co., LLC; JBI Construction, Inc.

Bids Opened & Recorded By: Bids Reviewed By:  
Dawn Winn  
Leigh Anne Herron  
Buzzy Newsman  
Dylan Ward
The City of Henderson is soliciting sealed bids for labor to perform various concrete projects throughout the City. This work will include, but not be limited to, the removal and replacement of flatwork (sidewalks and streets), construction of new sidewalks, curb and gutter, the installation of ADA curb ramps and the removal and replacement of curb and gutter. There is no guarantee of where this work will take place. It could be in tight working quarters or out in the open.

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

All bidders are required to attend a mandatory pre-bid meeting and must be pre-qualified as outlined in this bid document.

The mandatory pre-bid meeting will be held in the 2nd floor conference room of the City of Henderson Municipal Center, 222 First Street, Henderson, Kentucky on Friday, March 20, 2020 at 2:00 p.m.

SPECIFICATIONS AND REQUIREMENTS:

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

If the awarded vendor is unable to fulfill the contract within the specified time, the next lowest responsible bidder will be awarded the contract. If an emergency exists, the City retains the right to fill its needs strictly on the basis of availability.

If the contractor shall fail to respond within the seven-day notice period on more than two occasions during the contract, the City may immediately cancel the contract.
The following obligations by the City of Henderson and the Contractor shall apply:

A. The City of Henderson shall be responsible for the following:
   1. Purchasing of all required material including concrete, expansion material, rock, sand, seed & straw, etc. The only exception being truncated domes for ADA ramps, which are included under this bid as a separate unit price.
   2. Directing, assisting, and inspection of work to be performed.

B. The contractor shall be responsible for the following:
   1. All engineering, layout, setting of grades, etc.
   2. Removal and hauling of concrete or other material. Contractor may haul to a city designated area and dispose of said debris at no charge OR keep the material if they so choose (with City approval).
   3. Grading of all areas and preparation of proper base for placement of concrete.
   4. Placing and compacting rock base.
   5. Furnishing all equipment to perform the work, backhoes, dump trucks, saws, specialty equipment, etc. The City shall not be billed for any equipment that the contractor needs to rent in order to perform the job. The only exceptions include the rental fee for a pump truck or Georgia Buggy if required by the City (unit prices for work will remain the same).
   6. Forming, placing, jointing, and finishing as required and/or directed by the City.
   7. Removal of forms and any other bracing material.
   8. Furnishing all forming material, forms and finishing tools.
   9. All underground utility locations.
   10. Cleaning of area; disturbed or not.
   11. All traffic control, to the current MUTCD standards. Contractor may request assistance from the City. However, the City is under no obligation, and assumes no liability. Contractor shall be responsible for replacing any barrels or signs that are lost or stolen while being borrowed from the City.
   12. Providing appropriate detour routes according to MUTCD standards as the City deems necessary.
   13. Excavation as needed.
   14. Delivery of material (i.e. rock, concrete, straw, seed, etc.) to job site, either by use of contractor’s trucks or by calling for delivery, including delivery and removal of barricades.
SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 3

15. Sawing of old concrete, as directed, to provide smooth joints.
16. Adjustments to existing manholes, valve boxes, castings, etc.; to meet new grades.
17. Any damage to existing trees.
18. Furnishing barricades, barrels, etc.
19. All backfilling, seeding and strawing.
20. Damage due to vandalism.
21. Timely billing for work performed.
22. Providing an adequate concrete washout as required by the City that collects and retains all the concrete washout water and solids in leak proof containers, as well as the cleaning and removal of washout areas when complete (City to provide materials for washout pits by upon request).
23. Meeting all ADA requirements.
24. Meeting all requirements as outlined in the City of Henderson Subdivision Regulations and Public Improvement Specifications.
25. Supplying detectable warning surfaces (truncated domes) per the unit prices included in this bid. Detectable warnings must meet all ADA requirements and must be made of a durable exterior grade homogeneous glass, carbon, and fiberglass reinforced composite material which is colorfast and UV stable. Must possess a 5-year warranty. Truncated domes are to have a minimum compressive strength of 28,900 psi and minimum flexural strength of 29,300 psi. Fasteners are to be made of heavy-duty steel and anchors are to be 1 ½” corrosions resistant concrete inserts. Truncated domes are to be ADA Solutions, Inc. or an approved equal with equal or better qualities as those listed above.

ALTERNATE WORK:

For any additional concrete work that is required by the City but does not fit neatly into the scope of work provided by one of the bid items, the City reserves the right to require the successful contractor to provide a rate sheet upon award of the contract and complete the work under “Time & Material,” whereas the City will pay the contractor per hour and for any needed material.

DISPOSAL SITE:

The City of Henderson shall provide one or more designated areas within the City limits for the contractor to haul all dig-out material to with no additional fee. During dig-out, the contractor should make an effort to minimize the amount of “mixed loads” hauled off-site and should seek to keep different materials separated into different truckloads to the highest degree feasible (i.e. separate truckloads for dirt, concrete, asphalt, rock, mixed materials, etc.). Due to a lack of capacity at the landfill, most of the spoil material will not be hauled to the landfill. The haul site may vary depending on the type of material being excavated.
CAUSE FOR CANCELLATION:

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

PAYMENT:

The City's payment terms are net 30. All invoices shall state: 1) the address or name of the business or the nearest intersection where the work was performed, 2) the amount of walk, street or curb work performed at that address, 3) whether or not it was a service cut, complete with ticket number, and 4) whether the flat work was part of a sidewalk or street. Failure to provide this information may result in a delay of payment. The City will provide a worksheet template for recording completed work.

BONDS:

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

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

INSURANCE

During the term of the contract and before any part of the services are performed or the goods are delivered, Bidder shall, at Bidder’s sole expense, cause to be issued and maintained not less than the insurance coverage’s set forth below:
A. Broad Form Comprehensive General Liability, including Products and Completed Operations.

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

Property Damage: $1,000,000 each occurrence

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

$1,000,000 combined single limit

C. Umbrella Insurance Aggregate limits of liability: $1,000,000

Bodily injury and Property Damage Liability
Personal and Advertising Injury Liability

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

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

OTHER REQUIREMENTS:

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

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

Bidders must demonstrate that they have the resources and capability to provide the services as described herein. Potential bidders must attend the pre-bid meeting and submit the included Pre-Qualification Form to the Finance Department by 5:00 P.M. the day of the pre-bid meeting. Bidders shall be notified within three days of the pre-bid meeting of their pre-qualification status. Bidders shall meet the following pre-qualification requirements to be eligible to bid on this contract:
1. Attend a mandatory pre-bid conference at the Henderson Municipal Center at 222 First Street, Henderson, Kentucky on Friday, March 20, 2020 at 2:00 p.m.
2. Demonstrate that they have been in business providing similar concrete labor services for at least five (5) years as an on-going business.
3. Provide a minimum of three (3) comparable references of which similar work has been performed. These references shall be for work performed for other governmental agencies or large private companies.

TERM:

Upon approval by the City of Henderson Board of Commissioners, the successful bidder shall receive a contract effective through March 31, 2021. The contract may be extended for one or two additional one-year (1) periods, if agreed upon by both the City of Henderson and the successful bidder, effective through March 31, 2022 and March 31, 2023 if renewed both years -- which would include a 3% increase in Unit Prices for each additional year. Should the contract be extended for one or two additional years, all other provisions of the original contract shall still apply.

- End of Section -
MUNICIPAL ORDER

MUNICIPAL ORDER AWARING BID FOR PURCHASE OF CONCRETE LABOR TO RIVER TOWN CONSTRUCTION, LLC OF NEWBURGH, INDIANA AS PRIMARY SUPPLIER, AND WESTATE CONSTRUCTION, LLC, HOPKINSVILLE, KENTUCKY AS ALTERNATE SUPPLIER

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

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on April 3, 2020, with River Town Construction, LLC of Newburgh, Indiana, submitting the lowest bid meeting specifications and awarded as the primary provider, and Westate Construction, Inc. of Hopkinsville, Kentucky is selected as the alternate provider. The alternate provider shall only be used when River Town Construction LLC is unable to meet the City's needs within the required time frame as outlined in the bid documents, therefore the City Manager recommends that the primary bidder and alternative bidder be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to River Town Construction, LLC, P.O. Box 444, Newburgh, Indiana 47629 as the primary bidder, and Westate Construction, LLC, P.O. Box 25, Hopkinsville, Kentucky 42241 as the alternate bidder for the purchase of concrete labor to repair sidewalks, streets, curbs, gutters and service cuts throughout the city, as well as any other concrete labor needed, in strict accordance with their bids as submitted pursuant to Bid Reference 20-12.

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

Commissioner Vowels: _______ Commissioner Staton: _______
Commissioner Bugg: _______ Mayor Austin: _______
Commissioner Royster: _______

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the ____ day of April, 2020.

__________________________
Steve Austin, Mayor

__________________________
Maree Collins, CKMC,
City Clerk
APPROVED AS TO FORM AND LEGALITY THIS __ DAY OF APRIL, 2020.

By: 

Dawn S. Kelsey
City Attorney
City Commission Memorandum  
20-63

April 13, 2020

TO: Mayor Steve Austin and the Board of Commissioners  
FROM: William L. “Buzzy” Newman, Jr., City Manager

SUBJECT: Agreement for Borax Drive Extension Project

The accompanying municipal order accepts and authorizes the execution of an Agreement with Qk4 for services relating to the Borax Drive Extension Project under the Supplemental No. 3 Agreement between the City of Henderson and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways. The City received Notice to Proceed from the Kentucky Department of Highways on Thursday after the agenda had been distributed.

The Agreement includes the survey and establishment of right-of-way and easements; review of environmental documents for the Industrial Park, complete and submit documentation for the extension of the expired CE1 environmental document; roadway design, drainage routing, and ground profiles for utilities; Notice of Intent and a Stormwater Pollution Prevention Plan (SWPPP) documentation required by the Kentucky Division of Water for construction activities exceeding one acre of disturbed area for the planned 500 foot extension of Borax Drive.

There is a 20% match for this project, however the City has available toll credits that can be used for this purpose. Your approval of the attached resolution is requested.

c: Dylan Ward  
Robert Gunter
MUNICIPAL ORDER.

MUNICIPAL ORDER APPROVING AGREEMENT WITH QK4 FOR SURVEY SERVICES, ENVIRONMENTAL DOCUMENT REVIEW, CE1 RENEWAL/EXTENSION, SENSITIVE AREA LONG TERM PROJECTION PLAN DESIGN, AND ROADWAY DESIGN FOR THE BORAX DRIVE EXTENSION UNDER THE AGREEMENT BETWEEN THE KENTUCKY TRANSPORTATION CABINET FOR HENDERSON RIVERFRONT DEVELOPMENT

WHEREAS, the Federal Highway Administration (FHWA), through the Kentucky Transportation Cabinet (CABINET) and the City of Henderson (RECIPIENT) entered into an agreement on August 19, 2008 (P02-625-0800020655) wherein the CABINET approved up to $8,600,000 of reimbursable federal funding for the Henderson Riverfront Development (PROJECT), listed as item number 2-152 in the current Six-Year Highway Plan and known as Federal Project Numbers 0153(007), 0153(008), 0153(009), 0153(010), and 0153(011); and

WHEREAS, Supplemental No. 3 of the Agreement Between The Kentucky Transportation Cabinet and City Of Henderson Riverfront Development (P02-625-0800020655) entered into February 19, 2019 allows for the City’s development of a KYTC approved Master Plan; and

WHEREAS, the City has received the Cabinet’s Notice to proceed to enter into an Agreement with Qk4 to contract for survey services, environmental document review, CE1 renewal/extension, sensitive area long term projection plan design, and roadway design services including the dedication of road right-of-way, and the establishment of easements and future utility installations associated with the extension of Borax Drive, which is an eligible work activity under the revised scope of work per the Supplement 3 Agreement; and

WHEREAS, the proposed Agreement with Qk4 includes a lump sum price of $34,844 for survey services, environmental document review, CE1 renewal/extension, sensitive area long term projection plan design, and roadway design services; and

WHEREAS, the City of Henderson is required under Section 4 of Supplemental No. 3 to expend 20% of any expenditure of the Agreement and whereas the City has available toll credits to use to cover its 20% of the cost; and

WHEREAS, the City Manager recommends approving the Qk4 Agreement for service related to the Borax Drive Extension.

NOW, THEREFORE, BE IT ORDERED, by the City of Henderson, Kentucky, that the Agreement with Qk4 for Survey Services, Environmental Document Review, CE1 Renewal/Extension, Sensitive Area Long Term Projection Plan Design, and Roadway Design for the Borax Drive Extension is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the City.
On motion of Commissioner __________________________, seconded by Commissioner __________________________, that the foregoing Municipal Order be adopted, the vote was called.

On roll call the vote stood:

Commissioner Vowels: ____  Commissioner Bugg: ____
Commissioner Royster: ____  Mayor Austin: _____
Commissioner Staton: _____

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 13 DAY OF APRIL 2020.

By: _______________________
Dawn S. Kelsey
City Attorney
April 7, 2020

City of Henderson
Mr. Buzzy Newman – City Manager
PO Box 716
Henderson, KY 42419

RE: Borax Drive Extension Letter Agreement Proposal for Lump Sum Price Contract

Dear Buzzy:

Pursuant to your request, we are providing this proposed letter agreement for the Lump Sum Price Contract for Survey, Environmental Document Review, CE1 renewal/extension, sensitive area long term projection plan design, and Roadway Design services for the referenced project, which involves the extension of Borax Drive, dedication of road Right-of-Way, and the establishment of Easements associated with the roadway extension and future utility installations. The following scope of work is defined by task as proposed:

SECTION 1.0 BASIC SCOPE OF SERVICES

1.1 Survey and establishment of R/W and Easements
Qk4 will provide field surveying and office related services to generate data and exhibits used for subdivision recording documentation and final construction documents for the planned 500-FT extension of Borax Drive. The surveyed area will include topographic features within the planned disturbed area and surrounding areas including existing ground, drainage features, street curbs, gutters, utilities and other above ground features to allow adequate design of the roadway extension, as shown on the attached exhibit. Additionally, boundary survey work and development of the plat exhibits necessary to establish the right-of-way and easements for the Borax Drive Extension will be completed.

1.2 Environmental Review and CE1 Extension
Qk4 will provide a cursory review of previous Environmental Documents (CE1) and associated reports for the Borax Drive Industrial Park. Qk4 will complete and submit documentation for the extension of the previously expired CE1 environmental document. Any work beyond a cursory review of previous environmental documents deemed necessary by review agencies in order to approve the CE1 extension, will be additional services by Qk4, and will be billed in accordance with the rates included in the attached fee justification table (Attachment A). In addition to the CE1 work, Qk4 will also develop a long-term protection plan for the known sensitive area and will develop plans for the construction of said protection elements.

1.3 Roadway Design, Drainage Routing, and Ground Profiles for Utilities
Qk4 will provide final design for the specified area of work and coordinate internal and external design reviews with the City of Henderson and applicable permitting agencies. The final design will include the preparation of construction documents including typical sections, construction detail sheets, plan and profile sheets, layout plans, grading/drainage plans, general note sheets, and project manual to allow the project to be procured for construction.
1.4 Notice of Intent (NOI) and SWPPP Development

To include the development of the necessary KYDOW Notice of Intent and SWPPP documentation required for construction activities exceeding 1 acre of disturbed area. The following work tasks are included: Development and Submission of KYDOW and HWU NOI and SWPPP documentation, review and revise documentation based on KYDOW and HWU comments, and resubmission of revised NOI and SWPPP documentation based on the initial review by the agencies.

SECTION 2.0 ADDITIONAL SERVICES

This proposal does not include fees charged by local, state, and federal agencies. Any additional work not covered under this proposal is subject to authorization by the Client and will be billed in accordance with the Billing Schedule Rates shown within Attachment “A”, or through further negotiation based on the required services.

SECTION 3.0 COMPENSATION

This Lump Sum Contract is subject to terms outlined in the Attachment “B” “General Terms and Conditions”. The client shall compensate the Engineer for services rendered in accordance with Section 1.0 through Section 2.0, for a total lump sum fixed fee of Thirty-Four Thousand Eight Hundred Forty-Four Dollars ($34,844). Supporting Fee Justification documentation is included as Attachment “A”. Work will be phased by Task and will proceed upon Client authorization.

3.1 Compensation for basic services, as described for paragraph 1.1 shall be a fixed fee of Eight Thousand Nine Hundred Eighty-Four Dollars, ($8,984.00).

3.2 Compensation for basic services, as described for paragraph 1.2 shall be a fixed fee of Four Thousand Six Hundred Thirty Dollars, ($4,630.00).

3.3 Compensation for basic services, as described for paragraph 1.3 shall be a fixed fee of Sixteen Thousand Seven Hundred Fifty Dollars, ($16,750.00).

3.4 Compensation for basic services, as described for paragraph 1.4 shall be a fixed fee of Four Thousand Four Hundred Eighty Dollars, ($4,480.00).

If you should have any questions or require additional information, please feel free to contact our office.

Sincerely,

Michael Vickers, PE
Western Region Operations Manager

David J. Reed, RLA
Qk4 Senior Vice President

Attachments (Exhibit – Borax Drive Extension Project, Attachment A, Attachment B)

Approved: ______________________________
Title: ______________________________
Date: ______________________________

MJV:mjv
EXHIBIT – Borax Drive Extension Project
## Fee Justification for Engineering Consultant Services LUMP SUM Price Contract

### Project Name
- Borax Drive Extension (City of Henderson)

### Design Consultant
- Qk4

### Work Element Costs

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<td>C. Prepare Preliminary Plat</td>
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<td>D. Prepare Final Plat</td>
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<td>C. Address Review Comments</td>
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<td>D. Long Term Protection Plan for Sensitive Area</td>
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Fee Justification for Engineering Consultant Services LUMP SUM Price Contract

**Project Name**: Borax Drive Extension (City of Henderson)

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<th>Work Element</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>CADD Sr. Technician</th>
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**Task 1.3 - Roadway Design, Drainage Routing, Ground Profiles for Utilities**

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<td>C. Roadway Typical Sections and Miscellaneous Details</td>
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<td>D. Preliminary Plan &amp; Profile Sheets (Roadway)</td>
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<td>E. Layout Plan</td>
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<td>F. Grading/Drainage Plan</td>
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<td>G. Final Plan &amp; Profile Sheets (Roadway)</td>
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<td>E. Final Profile Sheets for Utility Placement</td>
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**Task 1.4 - Notice of Intent and SWPPP Development**

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L:\PROPOSAL\2005 to Current\Transportation\Roadway Design\City of Henderson KY\Borax Drive Extension\
ATTACHMENT “B”
GENERAL TERMS AND CONDITIONS

1. The Client's responsibilities shall include, but not be limited to the following:

A. Provide all criteria and full information as to the Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary and/or time limitations.

B. Assist the Engineer by placing at his disposal all available information pertinent to the Project prepared by others, including but not limited to: core borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in the Scope of Work; all of which the Engineer may rely upon in performing his services under this Agreement.

The Engineer shall be entitled to rely upon the accuracy and completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer’s sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

C. Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services.

D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

E. Provide accounting, auditing, independent cost estimating and insurance counseling or legal services as the Client may require, or the Engineer may reasonably request, with regard to issues pertaining to the Project, including any that may be raised by Contractors.

F. Designate a person to act as the Client's representative with respect to the services to be rendered under this Agreement, and provide the Engineer with work, home and fax telephone numbers, as well as a current email address. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to materials and elements pertinent to the Engineer's services.

G. Give prompt written notice to the Engineer whenever the Client or others become aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of contractors.
H. Direct the Engineer to provide necessary Additional Services as stipulated in this Agreement, or other services as required.

I. Bear all costs incurred by the Engineer in enforcing any separate agreement or obligation assumed by the Client, including but not limited to the cost of litigation and fees for legal services.

J. Promptly report to the Engineer any defects or suspected defects in the Engineer's work or services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontractors at any level to obtain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to notify the Engineer, shall relieve the Engineer of the costs of remediying the defects above the sum such remedy would have cost had prompt notification been given.

2. On written request of either the Client or the Contractor, the Engineer shall interpret and decide matters concerning performance of the Client and the Contractor under requirements of the Contract documents. The Client will compensate the Engineer for these services in accordance with the Additional Services provisions in the Agreement. Decisions of the Engineer shall be consistent with the intent of the Contract documents and shall be made with reasonable promptness. The Engineer shall endeavor to secure faithful performance by both the Client and Contractor and shall not show partiality to either. The Engineer shall not be liable to either the Client or the Contractor for the interpretations or decisions the Engineer has rendered in good faith. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, cost (including reasonable attorneys' fees and cost of defense) or liability for injury or loss arising, or allegedly arising, from the Engineer's service as a claim arbiter.

3. Additional services subject to additional compensation to the Engineer when authorized by the Client orally or in writing shall include, but not be limited to the following:

A. Making revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Client or are due to causes beyond the control of the Engineer or are necessitated by accelerated document production for the convenience of the Client.

B. Providing professional services made necessary by the default of the Contractor or by defects in the work of the Contractor in the performance of the Construction Contract.

C. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

4. Invoices will be submitted to the Client on a monthly basis, terms net thirty (30) days. Past-due balances shall be subject to interest at the rate of one and one-half (1-1/2) percent per month. In addition, the Engineer may, after giving five (5) days written notice to the Client, suspend services under this Agreement until the Client has paid in full all amounts due the Engineer for services rendered and expenses incurred, including interest on past-due invoices. All services rendered and charges made as a result of this Agreement are considered valid unless written notice to the contrary is received on or before ten (10) days after the date of the invoice.
5. Where the method of compensation is based on an hourly or time-and-material basis, the minimum time for charging of field work is four (4) hours. The minimum time segment for charging of work accomplished is one-half (1/2) hour. Where applicable, rental charges will be applied to the Project to cover the cost of sophisticated apparatus, instrumentation, or other technical equipment.

6. Reimbursable expenses properly chargeable to the Project which carry a fifteen (15) percent handling and administrative charge, shall include, but not be limited to: travel and living expenses of personnel when away from the office on business connected with the Project; identifiable communications, shipping, and reproduction costs; fees paid for securing approval and permits from authorities having jurisdiction over the Project; and expendable materials and supplies purchased or expended specifically for the Project. Project related travel in the Engineer's employee's personal vehicles will be charged to the Client at the current IRS established rate unless otherwise agreed to.

7. The Client and the Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither the Client nor the Engineer shall assign, sublet or transfer any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Nothing contained in this paragraph shall prevent the Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Client and the Engineer.

8. Costs and schedule commitments shall be subject to re-negotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, acts of God or of the public enemy, or act or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in this Agreement.

9. Opinions of probable Construction Cost prepared by the Engineer represent his best judgment as an Engineer familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Engineer cannot and does not guarantee that bids will not vary from any statement of probable Construction Cost or other estimate prepared by him, and makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual cost.

10. This Agreement may be terminated by either party upon at least seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This Agreement may be terminated by the Client upon at least seven (7) days written notice to the Engineer in the event that the Project is permanently abandoned.

In the event of termination, not the fault of the Engineer, the Engineer shall be compensated for all
services performed to termination date. Service performed between the date of the latest invoice and the termination date shall be compensated for based upon time devoted to the Project by the Engineer at the hourly rates for the classifications shown in Exhibit "A", together with expenses then due and all Termination Expenses. Termination Expenses include expenses directly attributable to termination for which the Engineer is not otherwise compensated, plus five (5) percent of the Engineer's total compensation earned to the time of termination.

11. All documents including drawings, specifications, computer files, field data, notes, and other documents prepared by the Engineer pursuant to this Agreement are instruments of service in respect of the Project, and shall remain the property of the Engineer who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client shall be permitted to retain copies, including reproducible copies for his information, use and the purpose described in this Agreement. The Engineer shall be compensated for the cost of such copies. The Client agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Engineer or from any reuse of the drawings and data without the prior written consent and verification or adaptation by the Engineer. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

Electronic files submitted by the Engineer to the Client are submitted for an acceptance period of ten (10) days. Any defects the Client discovers during this period will be reported to the Engineer and will be corrected as part of the Engineer's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

12. The Engineer will prepare all work in accordance with generally accepted professional practices, and it is not the intention of the Engineer to provide or offer to provide services inconsistent with or contrary to such practices, nor to make any warranty or guarantee, express or implied.

13. Unless the Client requires otherwise, the Engineer will maintain liability insurance coverage in the following amounts:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Liability</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$500,000</td>
</tr>
<tr>
<td>General Liability - Bodily Injury/Property Damage</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Automobile Liability - Bodily Injury/Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Excess/Umbrella Liability</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

Premiums for insurance in addition to the above-stated normal coverage, to protect the Client and/or others when requested by the Client, shall be paid by the Client.

14. If the Project involves construction, the term Construction Cost shall be defined as: The total cost of the entire Project to the Client, but it will not include the Engineer's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include the Client's legal, accounting, insurance consulting or auditing services, or interest and financing charges incurred in connection with the Project. When
Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designated or specified by the Engineer.

A. For completed construction work the total costs of all work performed as designed or specified by the Engineer.

B. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

C. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Costs, or if none is available, the Engineer's most recent opinion of probable Construction Cost.

Labor furnished by the Client for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Client will be included at current market prices. No deduction is to be made from the Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

15. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

16. The Client shall rely on the Engineer's judgment as the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should the Engineer call for contract renegotiations, the Engineer shall identify the changed conditions necessitating renegotiations and the Engineer and the Client shall promptly and in good faith enter into renegotiations of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

17. It is understood and agreed that the Engineer's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

If the Client requests in writing that the Engineer provide any specific construction phase services and if the Engineer agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in the Agreement.
18. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Engineer agree that all disputes between them arise out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

19. It is acknowledged by both parties that the Engineer's scope of services does not include any service related to asbestos or hazardous or toxic materials. In the event the Engineer or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Engineer's services, the Engineer may, at his or her option without liability for consequential or any other damages, suspend performance or services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

20. The Client and the Engineer agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the Commonwealth of Kentucky. It is further agreed that any suit, claim or legal proceeding of any kind between the Client and the Engineer shall be brought in a court of competent jurisdiction in the Commonwealth of Kentucky.

21. In recognition of the relative risks and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, cost, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her sub-consultants to all those named shall not exceed the aggregate amount of the claims or the Engineer's total fee for services rendered on this project, whichever is smaller. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

22. The Agreement comprises the final and complete agreement between the Client and the Engineer. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of the Agreement. Execution of the Agreement signifies that each party has read the document thoroughly, had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and the Engineer.
City Commission Memorandum
20-57

April 6, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. “Buzzy” Newman, Jr., City Manager
SUBJECT: Electric Rates and Services Schedules

An item for the agenda of the Tuesday, April 14, 2020 is first reading of an ordinance approving and adopting a schedule of electric rates and services for electric power and energy furnished by Henderson Municipal Power and Light.

The electric rates and services schedules were approved and recommended by the Henderson Utility Commission on March 17, 2020, in response to changes in the cost structure of HMP&L as they continue to move to new and renewable sources of power. The proposed schedule of rates includes both non-power purchase costs and projected power purchase costs that fluctuate daily. Please take note that there are new rate schedules for distributed generation (think solar) and several existing rates have been reduced to reflect the decrease in projected power purchase costs.

Mr. Chris Heimgartner, General Manager, Henderson Municipal Power and Light, is expected to join the meeting remotely to answer any questions that you may have regarding the proposed rate schedules.

Your approval of the attached ordinance is requested.

c: Chris Heimgartner
    Robert Gunter
    Greg Nunn
COMMISSION MEMO

TO: Utility Commission
FROM: Barbara Moll
DATE: February 17, 2020
RE: Recommendation for Approval and Adjustment of Schedules of Energy Rates and Services for Distributed Generation

ACTION REQUESTED

Commission approval of a Resolution approving and recommending a schedule of electric rates and services for Distributed Generation for Henderson Municipal Power & Light customers to become effective on and after June 1, 2020.

BACKGROUND

HMP&L obtained an update on the Cost of Service Analysis which determined the level of fixed rates for each customer class for Distributed Generation, and a variable energy charge to be billed/credited to customers in each customer class for Distributed Generation.

RECOMMENDATION/MOTION

Motion to approve a Resolution recommending a schedule of electric rates and services for Distributed Generation for Henderson Municipal Power & Light customers to become effective on and after June 1, 2020 and authorizing the General Manager to make a presentation to the Henderson City Commission.
COMMISSION MEMO

TO: Utility Commission
FROM: Barbara Moll
DATE: March 6, 2020
RE: Recommendation for Approval and Adjustment of Schedules of Energy Rates and Services for HMP&L Customers

ACTION REQUESTED

Commission approval of a Resolution approving and recommending a schedule of electric rates and services for Henderson Municipal Power & Light customers to become effective on and after June 1, 2020.

BACKGROUND

HMP&L implemented a Power Cost Adjustment (PCA) rate to replace the outdated Fuel Adjustment. The PCA rate was designed to be updated annually to allow the power supply costs included in base rates to be adjusted based on the next year’s projections. The first PCA included projected power costs for the June 2019 – May 2020 Fiscal Year. The proposed adjustment reflects the projected power costs for the June 2020 – May 2021 Fiscal Year.

RECOMMENDATION/MOTION

Motion to approve a Resolution recommending a schedule of electric rates and services for Henderson Municipal Power & Light customers to become effective on and after June 1, 2020 and authorizing the General Manager to make a presentation to the Henderson City Commission.
RESOLUTION OF THE CITY OF HENDERSON UTILITY COMMISSION
APPROVING AND RECOMMENDING A SCHEDULE OF ELECTRIC
RATES AND SERVICES FOR ELECTRIC POWER AND ENERGY
FURNISHED BY HENDERSON MUNICIPAL POWER & LIGHT TO ITS
CUSTOMERS AND CONSUMERS TO BECOME EFFECTIVE FOR ALL
SERVICES BILLED ON AND AFTER JUNE 1, 2020

WHEREAS, Henderson Municipal Power & Light operates and maintains a utility that
provides electric service to approximately 12,000 customers; and

WHEREAS, the Utility Commission has control of the operation and physical
management of the Henderson Municipal Power & Light system; and

WHEREAS, KRS 96.535 provides in part that the rates to be charged for electric service
by municipal utilities shall be fixed and revised from time to time by the Board appointed to
operate the utility, with the approval of the legislative body of the City; and

WHEREAS, the Henderson Utility Commission reviewed its Schedule of Electric Rates
and Services at a public meeting held on March 17, 2020; and

WHEREAS, Henderson Municipal Power & Light obtained a Cost of Service Analysis
which analyzed the revenue requirements to ensure Henderson Municipal Power & Light would
recover all costs; and

WHEREAS, the City of Henderson Utility Commission believes it is in the best interest
of the citizens of Henderson, Kentucky, that it maintain adequate funding to permit proper
system growth and maintain competitive business practices; and

WHEREAS, Henderson Municipal Power & Light has identified specific new rate
schedules that need to be established, and existing rate schedules that need to be amended to
better service the utility and its customers.

NOW, THEREFORE, BE IT RESOLVED that the Henderson Utility Commission
approves and recommends the following proposed establishment of new rate schedules, and
amendments to specified existing rate schedules;
New Residential Distributed Generation (RDG) Rate Schedule

The adoption of a new Residential Distributed Generation Rate Schedule (Schedule RDG) defining the method by which net metered energy will be billed and/or credited to customers through a monthly rate, including a fixed monthly charge (attached as Exhibit 1).

New General Service Distributed Generation (GSDG) Rate Schedule

The adoption of a new General Service Distributed Generation Rate Schedule (Schedule GSDG) defining the method by which net metered energy will be billed and/or credited to customers through a monthly rate, including a fixed monthly charge (attached as Exhibit 2).

New Demand Distributed Generation (DDG) Rate Schedule

The adoption of a new Demand Distributed Generation Rate Schedule (Schedule DDG) defining the method by which net metered energy will be billed and/or credited to customers through a monthly rate, including a fixed monthly charge and other demand charges (attached as Exhibit 3).

Existing Distributed Generation (DG) Rate Schedule

A revision to record this rate schedule as “Discontinued” (attached as Exhibit 4).

Existing Residential (R) Rate Schedule

A revision to reduce the Energy Charge for all kWh hours billed on and after June 1, 2020 (attached as Exhibit 5).

Existing General Service (GS) Rate Schedule

A revision to reduce the Energy Charges for all kWh hours billed on and after June 1, 2020 (attached as Exhibit 6).

Existing Housing Authority, Church, School (HCS) Rate Schedule

A revision to reduce the Energy Charge for all kWh hours billed on and after June 1, 2020 (attached as Exhibit 7).

Existing Demand (D) Rate Schedule

A revision to reduce the Energy Charges for all kWh hours billed on and after June 1, 2020 (attached as Exhibit 8).

Existing Power Cost Adjustment (PCA) Rate Schedule

A revision to reduce the base year power costs (attached as Exhibit 9).
Existing Additional Customer Services (ACS) Rate Schedule

A revision to update the language for net metering (attached as Exhibit 10).

BE IT FURTHER RESOLVED that the General Manager is authorized and instructed to execute and file any and all documents necessary to present the new rate schedules, and changes in the existing Schedule of Rates and Services to the Henderson City Commission for consideration and approval.

On Motion of Commissioner Shannon, seconded by Commissioner Curlin, this Resolution and the accompanying Schedules of Rates and Services shall be approved and adopted. On roll call the vote stood:

Commissioner Royster  Aye
Commissioner Shannon  Aye
Commissioner Howell  Aye
Commissioner Curlin  Aye
Commissioner Weaver  Aye

WHEREUPON, Commissioner Royster declared the Resolution adopted and directed the General Manager to submit a copy thereof to the Board of Commissioners of the City of Henderson along with a request for the City’s approval of the rate adjustments and Schedules of Rates and Services, this 17th day of March, 2020.

[Signature]
Jud Royster, Commissioner

It is certified by the undersigned Secretary of The City of Henderson Utility Commission, d/b/a Henderson Municipal Power & Light that this document represents a true and correct copy of a Resolution of the City of Henderson Utility Commission duly adopted on the 17th day of March, 2020.

Given under my hand this 17th day of March, 2020.

[Signature]
Lin Shannon, Commissioner
Residential Distributed Generation Rate Schedule
Schedule RDG

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For a single-family residential household operating a distributed generation facility that is located behind the retail meter, and that is primarily intended to offset part or all of the customer’s electrical requirements from HMP&L. Electric service can only be used for domestic requirements. Electric service must be taken through one (1) meter at one (1) point of delivery.

Limitation of Service – Not available to industrial customers, commercial customers, or customers classified in other rate classifications. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

| Single Phase – Three Wire     | 120/240 Volts |
| Three Phase – Four Wire       | *120/240 Volts |

* When HMP&L facilities are available.

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Energy Charge – For all net metered kilowatt hours billed and/or credited on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
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</thead>
<tbody>
<tr>
<td>All Net Metered kWh</td>
<td>4.189¢ kWh</td>
</tr>
</tbody>
</table>

Monthly Fixed Charge – Fixed monthly charge of $41.85 for each metered point of delivery.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_______)
Residential Distributed Generation Rate Schedule
Schedule RDG (continued)

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Residential Rate Schedule customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered Residential Rate Schedule customers.

Term of Service – Monthly.

Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer's total monthly billing including taxes and other fees, if applicable.
General Service Distributed Generation Rate Schedule
Schedule GSDG

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For general commercial service or industrial service where customer is operating a distributed generation facility that is located behind the retail meter, and that is primarily intended to offset part or all of the customer’s electrical requirements from HMP&L. For one (1) location where service is taken through one (1) meter at one (1) point of delivery and customer’s monthly demand is less than 300 kilowatts.

Limitation of Service – Not available to residential customers or customers classified in other rate classifications. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

For customers with an estimated monthly demand equal to or less than 50 kilowatts.

| Single Phase – Three Wire | 120/240 Volts |
| Three Phase – Four Wire   | 120/208 Volts |
| – Four Wire               | 120/240 Volts |

For customers with an estimated monthly demand greater than 50 kilowatts, but less than 300 kilowatts.

| Three Phase – Four Wire   | 120/208 Volts |
| – Four Wire               | 120/240 Volts |
| – Four Wire               | 277/480 Volts |
| – Delta                   | 13,800 Volts |

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_______)
Effective: For all customer billings issued on and after June 1, 2020
General Service Distributed Generation Rate Schedule
Schedule GSDG (continued)

**Energy Charge** – For all net metered kilowatt hours billed and/or credited on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
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</tr>
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<tbody>
<tr>
<td>All Net Metered kWh</td>
<td>4.189¢ kWh</td>
</tr>
</tbody>
</table>

**Monthly Fixed Charge** – Fixed monthly charge of $205.20 for each metered point of delivery.

**Power Cost Adjustment** – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered General Service Rate customers.

**CPI Adjustment** – See CPI Escalation Schedule CPI, which is applicable to all metered General Service Rate customers.

**Term of Service** – Monthly.

**Payment** – Due on or before each monthly billing due date.

**Late Payment Fee** – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.
Demands Distributed Generation Rate Schedule
Schedule DDG

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For general commercial service or industrial service at any one (1) location where customer is operating a distributed generation facility that is located behind the retail meter, and that is primarily intended to offset part or all of the customer’s electrical requirements from HMP&L. For one (1) location where service is taken through one (1) meter at one (1) point of delivery and customer’s monthly demand is equal to or greater than 300 kilowatts.

Limitation of Service – Not available to residential customers or customers classified in other rate classifications. Minimum monthly kilowatt billing demand applies to all Demand Rate Schedule customers as provided herein. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

| Three Phase | Four Wire | 120/208 Volts |
| - Four Wire | 120/240 Volts |
| - Four Wire | *240/480 Volts |
| - Four Wire | 277/480 Volts |
| - Delta      | *13,800 Volts |

* When HMP&L facilities are available.

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Demand Charge – *$9.78 for each kilowatt of the absolute value of monthly net metered billing demand.

* When a customer’s service voltage delivery is 13,800 volts and the customer owns all transformer and voltage transformation facilities, the customer’s net monthly metered billing demand rate will be $9.33 for each kilowatt of the absolute value of monthly metered billing demand.

Approved By: Henderson Utility Commission (March 17, 2020)  
Approved By: Henderson Board of Commissioners (________)  
Effective: For all customer billings issued on and after June 1, 2020
City of Henderson, Kentucky
Henderson Municipal Power & Light

**Demand Distributed Generation Rate Schedule**
Schedule DDG (continued)

**Minimum Monthly Billing Demand** – To qualify for the Demand Rate Schedule, on and after March 1, 2007, a customer must have a minimum net monthly billing demand equal to or greater than 300 kilowatts (absolute value) at each meter location. The minimum net monthly billing demand shall be the maximum 15-minute measured net demand (absolute value) in the month, subject to power factor adjustment, but not less than the greater of 50 Kw or 70 percent of the highest monthly billing net demand established during the preceding year, May 1 through October 31. [Demand minimum billing = maximum 15-minute measured absolute value of net demand (May through October) x meter multiplier x Demand Charge x 70%]

**Energy Charge** – For all net metered kilowatt hours billed and/or credited on and after June 1, 2020.

<table>
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<tbody>
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<td>4.189¢ kWh</td>
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</tbody>
</table>

**Monthly Fixed Charge** – Fixed monthly charge of $185.11 for each metered point of delivery.

**Power Cost Adjustment** – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Demand Rate customers.

**CPI Adjustment** – See CPI Escalation Schedule CPI, which is applicable to all metered Demand Rate customers.

**Term of Service** – To be established by HMP&L.

**Payment** – Due on or before each monthly billing due date.

**Late Payment Fee** – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

Approved By: Henderson Utility Commission (March 17, 2020)  
Effective: For all customer billings issued on and after June 1, 2020

Approved By: Henderson Board of Commissioners (_______)
City of Henderson, Kentucky
Henderson Municipal Power & Light

Renewable Distributed Generation Interconnection Rate Schedule
Schedule DG (Discontinued)

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Availability – For retail Customers of Henderson Municipal Power & Light (HMP&L) taking power under generally available tariffs suitable for on-site power requirements.

Applicability – For all kilowatt hours generated by an eligible, customer-owned generating facility delivered back to HMP&L distribution facilities.

(1) The Renewable Distributed Generation (DG) adjustment credit shall provide for semi-annual billing adjustments applicable to metered kilowatt hours generated by on-site generation facilities and delivered back to HMP&L distribution facilities. The renewable distributed generation adjustment credit (DGC) will be calculated according to the following formula:

\[
\text{Renewable DG Adjustment Credit (DGC)} = \left( C_{(Y-1)} + M_{(Y-1)} \right) / \text{kWh}_{(Y-1)}
\]

Where \( C_{(Y-1)} \) is equal to power costs, and \( M_{(Y-1)} \) is equal to net Market Interaction. \( C_{(Y-1)} \) and \( M_{(Y-1)} \) are expenses incurred by HMP&L in the prior calendar year. The \( \text{kWh}_{(Y-1)} \) is the metered kilowatt hours in the prior calendar year.

(2) Power Costs (C):

Costs associated with purchased power including block purchases, market energy purchases, and energy purchased utilizing bilateral or other agreements.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners
Effective: For all customer billings issued on and after June 1, 2020
Renewable Distributed Generation Interconnection Rate Schedule
Schedule DG (continued)

(3) Net Market Interaction (M)

This amount is composed of the net market interaction for the prior year. These costs reflect the MISO Revenue from the sale of excess power, MISO Purchases for the purchase of required power, and MISO fees associated with the revenue and purchases.

(4) The $kWh_{(Y-1)}$ shall be sum of the metered kilowatt hours in the prior year.

Terms and Conditions – Renewable DG adjustment credits have no cash value. Customer’s Renewable DG adjustment credits shall be applied to the Customer’s standard retail account twice a year (June and December). Renewable DG adjustment credits shall only be applied to the Customer’s electrical consumption balance and shall not be applied to fuel adjustment charges, late fees, taxes or other utility charges such as water or gas. If the Renewable DG adjustment credit exceeds the Customer’s electrical consumption balance in the month in which it is applied, the remaining Renewable DG adjustment credits shall then be carried as a credit on the Customer’s standard retail account and applied to future Customer’s electrical consumption charges.

Renewable DG adjustment credits are not transferrable between customers and shall only be transferrable between locations if the customer relocates to a residence to which HMP&L provides electrical service and the transfer is approved by HMP&L. If qualification is met and the Renewable DG adjustment credit transfer between locations is approved by HMP&L, the Renewable DG adjustment credit would first be applied to the electrical consumption billing amount subsequent to the final meter read. Any excess Renewable DG adjustment credit will then be transferred to Customer’s new electric account and will be applied to future consumption charges only.

Should Customer elect to no longer take service under a HMP&L rate schedule, excess DG adjustment credits shall be applied to the outstanding electric consumption billing amount following the final meter read. If the Renewable DG adjustment credit is greater than the consumption charges due HMP&L, the remaining credit will be forfeited by the Customer and shall revert back to HMP&L.
Exhibit 5

City of Henderson, Kentucky
Henderson Municipal Power & Light

Residential Rate Schedule
Schedule R

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For a single family residential household and electric service is only used for domestic requirements. Electric service must be taken through one (1) meter at one (1) point of delivery.

Limitation of Service – Not available to industrial customers, commercial customers, or customers classified in other rate classifications. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

Single Phase – Three Wire 120/240 Volts
Three Phase -- Four Wire *120/240 Volts

* When HMP&L facilities are available.

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Energy Charge – For all kilowatt hours billed on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Consumption</td>
<td>7.14¢ kWh</td>
</tr>
</tbody>
</table>

Monthly Customer Service Charge – Fixed monthly charge of $12.50 for each metered point of delivery.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_______)

Effective: For all customer billings issued on and after June 1, 2020.
Residential Rate Schedule
Schedule R (continued)

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Residential Rate Schedule customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered Residential Rate Schedule customers.

Term of Service – Monthly.

Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

Effective: For all customer billings issued on and after June 1, 2020.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_______)

City of Henderson, Kentucky
Henderson Municipal Power & Light
General Service Rate Schedule
Schedule GS

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For general commercial service or industrial service at any one (1) location where service is taken through one (1) meter at one (1) point of delivery and customer’s monthly demand is less than 300 kilowatts.

Limitation of Service – Not available to residential customers. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

For customers with an estimated monthly demand equal to or less than 50 kilowatts.

<table>
<thead>
<tr>
<th>Single Phase – Three Wire</th>
<th>120/240 Volts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Phase – Four Wire</td>
<td>120/208 Volts</td>
</tr>
<tr>
<td>– Four Wire</td>
<td>120/240 Volts</td>
</tr>
</tbody>
</table>

For customers with an estimated monthly demand greater than 50 kilowatts, but less than 300 kilowatts.

| Three Phase – Four Wire  | 120/208 Volts |
| – Four Wire              | 120/240 Volts |
| – Four Wire              | 277/480 Volts |
| – Delta                  | 13,800 Volts  |

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_________)

Effective: For all customer billings issued on and after June 1, 2020
City of Henderson, Kentucky  
Henderson Municipal Power & Light  

General Service Rate Schedule  
Schedule GS (continued)  

**Energy Charge** – For all kilowatt hours billed on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 2,000 kilowatt hours</td>
<td>9.48¢ kWh</td>
</tr>
<tr>
<td>Next 13,000 kilowatt hours</td>
<td>7.98¢ kWh</td>
</tr>
<tr>
<td>All Over 15,000 kilowatt hours</td>
<td>6.77¢ kWh</td>
</tr>
</tbody>
</table>

**Gross Energy Reduction Allowance** – When HMP&L installs primary metering and the customer owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter, the customer will be billed for 98 percent (2 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer. When HMP&L installs primary metering and HMP&L owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter up to the connection point of the customer's service line, the customer will be billed for 99 percent (1 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer.

**Monthly Customer Service Charge** – Fixed monthly charge of $20.00 for each metered point of delivery.

**Power Cost Adjustment** – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered General Service Rate customers.

**CPI Adjustment** – See CPI Escalation Schedule CPI, which is applicable to all metered General Service Rate customers.

Approved By: Henderson Utility Commission (March 17, 2020)  
Effective: For all customer billings issued on and after June 1, 2020
General Service Rate Schedule
Schedule GS (continued)

Power Factor Billing Adjustment – As determined by HMP&L, random power factor tests may be conducted on individual General Service Rate customer’s metered services. In the event power factor test results are less than 85 percent (0.85), the customer’s total monthly billing cost shall be increased by multiplying the total monthly billing cost for metered energy by the power factor adjustment percent. The power factor adjustment percent shall be calculated as the quotient of 0.85 divided by the actual power factor determined by test. After a power factor adjustment has been applied to a customer’s bill during any one month billing period, the power factor adjustment shall continue to be applied to all subsequent monthly billings. If the customer’s power factor is less than 85 percent, the customer will have the option of installing sufficient power factor corrective equipment. Should the customer fail to exercise such option promptly, monthly demand measurement may also be a Kva demand meter, in which case 0.85 Kva will be considered the actual Kw. The monthly power factor adjustment shall be terminated when an HMP&L power factor test indicates a power factor equal to or greater than 85 percent (0.85).

Term of Service – Monthly.

Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.
Housing Authority, Church, and Public School Rate Schedule
Schedule HCS

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For Housing Authority, Church, and Public School buildings at any one (1) location
where service is taken through one (1) meter at one (1) point of delivery. After March 1, 2007, a new
customer’s estimated monthly demand must be less than 300 kilowatts to qualify for this rate.
Electric service is provided at no cost to the City of Henderson. HMP&L’s allocation of the actual
electric service expenses to the City, however, are based upon the rates set forth herein.

Limitation of Service – Not available to Private Schools or any other customers classified in other
rate classifications. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances,
Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and
Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

For customers with an estimated monthly demand equal to or less than 50 kilowatts.

Single Phase – Three Wire 120/240 Volts
Three Phase – Four Wire 120/208 Volts
– Four Wire 120/240 Volts

For customers with an estimated monthly demand greater than 50 kilowatts, but less than 300
kilowatts when new service is requested after March 1, 2007.

Three Phase – Four Wire 120/208 Volts
– Four Wire 120/240 Volts
– Four Wire 277/480 Volts
– Delta *13,800 Volts

* When HMP&L facilities are available.

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at
one (1) point of delivery.
Energy Charge – For all kilowatt hours billed on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Consumption</td>
<td>7.03¢ kWh</td>
</tr>
</tbody>
</table>

Gross Energy Reduction Allowance – When HMP&L installs primary metering and the customer owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter, the customer will be billed for 98 percent (2 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer. When HMP&L installs primary metering and HMP&L owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter up to the connection point of the customer’s service line, the customer will be billed for 99 percent (1 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer.

Monthly Customer Service Charge – Fixed monthly charge of $35.00 for each metered point of delivery.

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Housing Authority, Church, and Public School Rate Schedule customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered Housing Authority, Church, and Public School Rate Schedule customers.

Term of Service – Monthly.
Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.
City of Henderson, Kentucky  
Henderson Municipal Power & Light

Demand Rate Schedule  
Schedule D

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For general commercial service or industrial service at any one (1) location where service is taken through one (1) meter at one (1) point of delivery and customer’s estimated monthly demand is equal to or greater than 300 kilowatts.

Limitation of Service – Not available to residential customers. Minimum monthly kilowatt billing demand applies to all Demand Rate Schedule customers as provided herein. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

<table>
<thead>
<tr>
<th>Three Phase</th>
<th>120/208 Volts</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Four Wire</td>
<td>120/240 Volts</td>
</tr>
<tr>
<td>- Four Wire</td>
<td>*240/480 Volts</td>
</tr>
<tr>
<td>- Four Wire</td>
<td>277/480 Volts</td>
</tr>
<tr>
<td>- Delta</td>
<td>*13,800 Volts</td>
</tr>
</tbody>
</table>

* When HMP&L facilities are available.

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Demand Charge - *$4.70 for each kilowatt of monthly metered billing demand.

* When a customer’s service voltage delivery is 13,800 volts and the customer owns all transformer and voltage transformation facilities, the customer’s monthly metered billing demand rate will be $4.25 for each kilowatt of monthly metered billing demand.

Approved By: Henderson Utility Commission (March 17, 2020)  
Approved By: Henderson Board of Commissioners (______)  
Effective: For all customer billings issued on and after June 1, 2020
City of Henderson, Kentucky
Henderson Municipal Power & Light

Demand Rate Schedule
Schedule D (continued)

Minimum Monthly Billing Demand – To qualify for the Demand Rate Schedule, on and after March 1, 2007, a customer must have a minimum monthly billing demand equal to or greater than 300 kilowatts at each meter location. The minimum monthly billing demand shall be the maximum 15-minute measured demand in the month, subject to power factor adjustment, but not less than the greater of 50 Kw or 70 percent of the highest monthly billing demand established during the preceding year, May 1 through October 31. [Demand minimum billing = maximum 15-minute measured demand (May through October) x meter multiplier x Demand Charge x 70%]

Energy Charge – For all kilowatt hours billed on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 50,000 kilowatt hours</td>
<td>6.45¢ kWh</td>
</tr>
<tr>
<td>Next 50,000 kilowatt hours</td>
<td>5.40¢ kWh</td>
</tr>
<tr>
<td>All Over 100,000 kilowatt hours</td>
<td>5.01¢ kWh</td>
</tr>
</tbody>
</table>

Gross Energy Reduction Allowance – When HMP&L installs primary metering and the customer owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter, the customer will be billed for 98 percent (2 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer. When HMP&L installs primary metering and HMP&L owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter up to the connection point of the customer’s service line, the customer will be billed for 99 percent (1 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer.

Monthly Customer Service Charge – Fixed monthly charge of $155.00 for each metered point of delivery.

Approved By: Henderson Utility Commission (March 17, 2020)  Effective: For all customer billings issued on and after June 1, 2020
Approved By: Henderson Board of Commissioners (__________)

Revised: June 1, 2020
Cancels Schedule Dated: June 1, 2019
Page 2 of 3
Demand Rate Schedule
Schedule D (continued)

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Demand Rate customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered Demand Rate customers.

Power Factor Billing Adjustment – As determined by HMP&L, random power factor tests may be conducted on individual Demand Rate customer’s metered services. In the event power factor test results are less than 85 percent (0.85), the customer’s total monthly billing cost shall be increased by multiplying the total monthly billing cost for metered energy by the power factor adjustment percent. The power factor adjustment percent shall be calculated as the quotient of 0.85 divided by the actual power factor determined by test. After a power factor adjustment has been applied to a customer’s bill during any one month billing period, the power factor adjustment shall continue to be applied to all subsequent monthly billings. If the customer’s power factor is less than 85 percent, the customer will have the option of installing sufficient power factor corrective equipment. Should the customer fail to exercise such option promptly, monthly demand measurement may also be a Kva demand meter, in which case 0.85 Kva will be considered the actual Kw. The monthly power factor adjustment shall be terminated when an HMP&L power factor test indicates a power factor equal to or greater than 85 percent (0.85).

Term of Service – To be established by HMP&L.

Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

Approved By: Henderson Utility Commission (March 17, 2020)  Effective: For all customer billings issued on and after June 1, 2020
Approved By: Henderson Board of Commissioners (_________)

City of Henderson, Kentucky
Henderson Municipal Power & Light

Power Cost Adjustment Rate Schedule
Schedule PCA

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For all kilowatt hours metered

Power Cost Adjustment – To recover power supply costs that are not recovered by base rate charges, the monthly Power Cost Adjustment will be multiplied by the customer’s kWh billed for the month. For purposes of the calculation, all power supply, transmission, and capacity costs for the base year were calculated to be $0.04274/kWh and is included in the base rate charges in the applicable electric rate schedules.

1. Calculation: The formula for calculating the Power Cost Adjustment is as follows:

\[ PCA = \frac{\text{Purchased Energy} + \text{Purchased Capacity} + \text{Transmission Costs} - \text{Market Sales} - \text{Transmission Revenue} +/- \text{Reconciliation}}{\text{Total kWh Sales}} - \$0.04274 \]

*Base year = FY 2020

2. Definitions:

Purchased Energy - Including, but not limited to, block purchases, market energy purchases, SEPA purchases, SEPA tagging services, MISO services

Purchased Capacity- Including, but not limited to, capacity purchased from MISO, bilateral agreements, or other agreements

Transmission Costs – Including, but not limited to, transmission fees from MISO, LBA (Local Balancing Authority) services, TOP (Transmission Operator) services

Market Sales – Including, but not limited to, sales of energy and/or capacity in the MISO market or from other sales agreements

Transmission Revenue – Including, but not limited to, transmission revenue received from the host Transmission Owner of the pricing zone

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_______)
Effective: For all customer billings issued on and after June 1, 2020
City of Henderson, Kentucky
Henderson Municipal Power & Light

Reconciliation – Total amount of costs for over/under collection of PCA Revenue from previous months

Total kWh Sales – Total amount of kWh billed for the month

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_______)

Effective: For all customer billings issued on and after June 1, 2020
City of Henderson, Kentucky
Henderson Municipal Power & Light

Additional Customer Service Rate Schedule
Schedule ACS

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

(1) Smart Metering Time-Based Rate Services

As provided by the Energy Policy Act of 2005 under Section 111(d) of the Public Utility Regulatory Policies Act of 1978 as amended, Henderson Municipal Power & Light (HMP&L) will consider offering Smart Metering Time-Based Rate Services.

HMP&L will, at the time of a request, consider adopting a differential rate schedule option for the customers. Any differential rate schedules adopted by HMP&L, however, will be just and reasonable and will not be unduly discriminatory or preferential.

(2) Interconnection Services

As provided by the Energy Policy Act of 2005 under Section 111(d) of the Public Utility Regulatory Policies Act of 1978 as amended, Henderson Municipal Power & Light (HMP&L) will consider offering Interconnection Services to all customers.

HMP&L will consider allowing a customer owned on-site electric generating facility to be connected to HMP&L distribution facilities. Customers requesting Interconnection Services shall first make written application to HMP&L and, thereafter, customers shall comply with all existing and future Interconnection Standards and service rates established by HMP&L. Interconnection Standards and service rates established by HMP&L, however, will be just and reasonable and will not be unduly discriminatory or preferential. All customer and HMP&L direct and indirect expenses related to the Interconnection Services shall be paid by the customer prior to HMP&L providing the Interconnection Services.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_______)

Effective: For all customer billings issued on and after June 1, 2020.
Additional Customer Service Rate Schedule  
Schedule ACS (continued)

(3) Net Metering Services


Any electric energy generated by a customer from an eligible on-site private generating facility and delivered to HMP&L distribution facilities, will be metered by HMP&L during the applicable monthly billing period. The customer shall follow the appropriate Interconnection Procedure for Distributed Generation and will be placed on the appropriate Distributed Generation Rate Schedule applicable to their customer class. All customer and HMP&L Net Metering facilities shall be installed and maintained within HMP&L standards. Any HMP&L standards and service rates adopted by HMP&L, however, will be just and reasonable and will not be unduly discriminatory or preferential.
ORDINANCE NO. ___

ORDINANCE ADOPTING SCHEDULE OF ELECTRIC RATES AND SERVICES

SUMMARY: AN ORDINANCE APPROVING AND ADOPTING A SCHEDULE OF ELECTRIC RATES AND SERVICES FOR ELECTRIC POWER AND ENERGY FURNISHED BY HENDERSON MUNICIPAL POWER & LIGHT TO ITS CUSTOMERS AND CONSUMERS REDUCING THE RATES IN RESIDENTIAL SCHEDULE (SCHEDULE R), GENERAL SERVICE RATE SCHEDULE (SCHEDULE GS), HOUSING AUTHORITY, CHURCH AND PUBLIC SCHOOL RATE SCHEDULE (SCHEDULE HCS), DEMAND RATE SCHEDULE (SCHEDULE D), AND POWER COST ADJUSTMENT RATE SCHEDULE (SCHEDULE PCA); DISCONTINUING RENEWABLE DISTRIBUTED GENERATION INTERCONNECTION RATE SCHEDULE (SCHEDULE DG); ADJUSTING ADDITIONAL CUSTOMER SERVICE RATE SCHEDULE (SCHEDULE ACS); AND ADDING A RESIDENTIAL DISTRIBUTED GENERATION RATE SCHEDULE (SCHEDULE RDG), A GENERAL SERVICE DISTRIBUTED GENERATION RATE SCHEDULE (SCHEDULE GSDG) AND A DEMAND DISTRIBUTED GENERATION RATE SCHEDULE (SCHEDULE DDG) TO BECOME EFFECTIVE FOR ALL SERVICES BILLED ON AND AFTER JUNE 1, 2020.

WHEREAS, KRS 96.535 provides in part that the rates to be charged for electric service by municipal utilities shall be fixed and revised from time to time by the Board appointed to operate the utility, with the approval of the legislative body of the City, and

WHEREAS, the Schedule of Electric Rates and Services was reviewed by the City of Henderson Utility Commission at a public meeting held on March 17, 2020; and

WHEREAS, Henderson Power & Light obtained a Cost of Service Analysis which analyzed the revenue requirements to ensure Henderson Municipal Power & Light (HMPL) would recover all costs;

WHEREAS, the Utility Commission has submitted its revised Schedule of Electric Rates and Services (for which billing will be made by the City of Henderson on or after June 1, 2020) to the Board of Commissioners of the City of Henderson for its approval; and

WHEREAS, following reasonable public notice thereof, a public hearing was held by the Board of Commissioner of the City of Henderson on April 14, 2020 relating to the proposed revision of the Schedule of Electric Rates and Services to be provided by Henderson Municipal Power and Light.
NOW, THEREFORE, BE IT ORDAINED by the City of Henderson, Kentucky, as follows:

1. The rates and services described in the attached Schedule of Electric Rates and Services, as established and adopted by the City of Henderson Utility Commission, are hereby approved, adopted, ratified and confirmed as the official Schedule of Electric Rates and Services rendered by the City of Henderson’s Municipal Power and Light system.

2. The revised Schedule of Electric Rates and Services shall become effective for all services provided to the customers and consumers of Henderson Municipal Power and Light for which billing is issued by the City of Henderson on and after June 1, 2020.

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

This Ordinance shall become effective upon its legal adoption.

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

On roll call the vote stood:

Commissioner Vowels: _______ Commissioner Staton: _______
Commissioner Bugg: _______ Mayor Austin: _______
Commissioner Royster: _______

WHEREUPON, Mayor Davis 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 Vowels: _______ Commissioner Staton: _______
Commissioner Bugg: _______ Mayor Austin: _______
Commissioner Royster: _______

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

__________________________
Steve Austin, Mayor

Date: ______________________
ATTEST:

Maree Collins, CKMC
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 3 DAY OF APRIL, 2020.

By:  
Dawn S. Kelsey
City Attorney
Residential Distributed Generation Rate Schedule
Schedule RDG

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For a single-family residential household operating a distributed generation facility that is located behind the retail meter, and that is primarily intended to offset part or all of the customer’s electrical requirements from HMP&L. Electric service can only be used for domestic requirements. Electric service must be taken through one (1) meter at one (1) point of delivery.

Limitation of Service – Not available to industrial customers, commercial customers, or customers classified in other rate classifications. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

| Single Phase – Three Wire | 120/240 Volts |
| Three Phase – Four Wire | *120/240 Volts |

* When HMP&L facilities are available.

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Energy Charge – For all net metered kilowatt hours billed and/or credited on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Net Metered kWh</td>
<td>4.189¢ kWh</td>
</tr>
</tbody>
</table>

Monthly Fixed Charge – Fixed monthly charge of $41.85 for each metered point of delivery.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners (_______)
Effective: For all customer billings issued on and after June 1, 2020
Residential Distributed Generation Rate Schedule
Schedule RDG (continued)

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Residential Rate Schedule customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered Residential Rate Schedule customers.

Term of Service – Monthly.

Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer's total monthly billing including taxes and other fees, if applicable.

Approved By: Henderson Utility Commission (March 17, 2020) Approved By: Henderson Board of Commissioners (__________) Effective: For all customer billings issued on and after June 1, 2020
General Service Distributed Generation Rate Schedule
Schedule GSDG

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For general commercial service or industrial service where customer is operating a
distributed generation facility that is located behind the retail meter, and that is primarily intended to
offset part or all of the customer’s electrical requirements from HMP&L. For one (1) location where
service is taken through one (1) meter at one (1) point of delivery and customer’s monthly demand is
less than 300 kilowatts.

Limitation of Service – Not available to residential customers or customers classified in other rate
classifications. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances,
Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and
Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

For customers with an estimated monthly demand equal to or less than 50 kilowatts.

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Phase – Three Wire</td>
<td>120/240 Volts</td>
</tr>
<tr>
<td>Three Phase – Four Wire</td>
<td>120/208 Volts</td>
</tr>
<tr>
<td>– Four Wire</td>
<td>120/240 Volts</td>
</tr>
</tbody>
</table>

For customers with an estimated monthly demand greater than 50 kilowatts, but less than 300
kilowatts.

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Phase – Four Wire</td>
<td>120/208 Volts</td>
</tr>
<tr>
<td>– Four Wire</td>
<td>120/240 Volts</td>
</tr>
<tr>
<td>– Four Wire</td>
<td>277/480 Volts</td>
</tr>
<tr>
<td>– Delta</td>
<td>13,800 Volts</td>
</tr>
</tbody>
</table>

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at
one (1) point of delivery.

Approved By: Henderson Utility Commission (March 17, 2020)
Approved By: Henderson Board of Commissioners

Effective: For all customer billings issued on and after June 1, 2020
City of Henderson, Kentucky  
Henderson Municipal Power & Light

**General Service Distributed Generation Rate Schedule**  
**Schedule GSDG (continued)**

**Energy Charge** – For all net metered kilowatt hours billed and/or credited on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Net Metered kWh</td>
<td>4.189¢ kWh</td>
</tr>
</tbody>
</table>

**Monthly Fixed Charge** – Fixed monthly charge of $205.20 for each metered point of delivery.

**Power Cost Adjustment** – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered General Service Rate customers.

**CPI Adjustment** – See CPI Escalation Schedule CPI, which is applicable to all metered General Service Rate customers.

**Term of Service** – Monthly.

**Payment** – Due on or before each monthly billing due date.

**Late Payment Fee** – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

Approved By: Henderson Utility Commission (March 17, 2020)  
Approved By: Henderson Board of Commissioners  
Effective: For all customer billings issued on and after June 1, 2020
City of Henderson, Kentucky  
Henderson Municipal Power & Light

**Demand Distributed Generation Rate Schedule**  
**Schedule DDG**

**Service Area** – All areas served by Henderson Municipal Power & Light (HMP&L).

**Applicability** – For general commercial service or industrial service at any one (1) location where customer is operating a distributed generation facility that is located behind the retail meter, and that is primarily intended to offset part or all of the customer’s electrical requirements from HMP&L. For one (1) location where service is taken through one (1) meter at one (1) point of delivery and customer’s monthly demand is equal to or greater than 300 kilowatts.

**Limitation of Service** – Not available to residential customers or customers classified in other rate classifications. Minimum monthly kilowatt billing demand applies to all Demand Rate Schedule customers as provided herein. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

**Services Available** – Sixty hertz alternating current as provided herein.

<table>
<thead>
<tr>
<th>Three Phase</th>
<th>120/208 Volts</th>
</tr>
</thead>
<tbody>
<tr>
<td>– Four Wire</td>
<td>120/240 Volts</td>
</tr>
<tr>
<td>– Four Wire</td>
<td>*240/480 Volts</td>
</tr>
<tr>
<td>– Four Wire</td>
<td>277/480 Volts</td>
</tr>
<tr>
<td>– Delta</td>
<td>*13,800 Volts</td>
</tr>
</tbody>
</table>

* When HMP&L facilities are available.

**Monthly Billing** – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

**Demand Charge** – *$9.78 for each kilowatt of the absolute value of monthly net metered billing demand.

* When a customer’s service voltage delivery is 13,800 volts and the customer owns all transformer and voltage transformation facilities, the customer’s net monthly metered billing demand rate will be $9.33 for each kilowatt of the absolute value of monthly metered billing demand.

Approved By: Henderson Utility Commission (March 17, 2020)  
Effective: For all customer billings issued on and after June 1, 2020

Approved By: Henderson Board of Commissioners (_______)
Minimum Monthly Billing Demand – To qualify for the Demand Rate Schedule, on and after March 1, 2007, a customer must have a minimum net monthly billing demand equal to or greater than 300 kilowatts (absolute value) at each meter location. The minimum net monthly billing demand shall be the maximum 15-minute measured net demand (absolute value) in the month, subject to power factor adjustment, but not less than the greater of 50 Kw or 70 percent of the highest monthly billing net demand established during the preceding year, May 1 through October 31. [Demand minimum billing = maximum 15-minute measured absolute value of net demand (May through October) x meter multiplier x Demand Charge x 70%]

Energy Charge – For all net metered kilowatt hours billed and/or credited on and after June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Net Metered kWh</td>
<td>4.189¢ kWh</td>
</tr>
</tbody>
</table>

Monthly Fixed Charge – Fixed monthly charge of $185.11 for each metered point of delivery.

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Demand Rate customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered Demand Rate customers.

Term of Service – To be established by HMP&L.

Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

Approved By: Henderson Utility Commission (March 17, 2020) Effective: For all customer billings issued on and after June 1, 2020

Approved By: Henderson Board of Commissioners (_______)
Renewable Distributed Generation Interconnection Rate Schedule
Schedule DG (Discontinued)

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Availability – For retail Customers of Henderson Municipal Power & Light (HMP&L) taking power under generally available tariffs suitable for on-site power requirements.

Applicability – For all kilowatt hours generated by an eligible, customer-owned generating facility delivered back to HMP&L distribution facilities.

1. The Renewable Distributed Generation (DG) adjustment credit shall provide for semi-annual billing adjustments applicable to metered kilowatt hours generated by on-site generation facilities and delivered back to HMP&L distribution facilities. The renewable distributed generation adjustment credit (DGC) will be calculated according to the following formula:

\[
\text{Renewable DG Adjustment Credit (DGC)} = \frac{C_{(Y-1)} + M_{(Y-1)}}{\text{kWh}_{(Y-1)}}
\]

Where \(C_{(Y-1)}\) is equal to power costs, and \(M_{(Y-1)}\) is equal to net Market Interaction. \(C_{(Y-1)}\) and \(M_{(Y-1)}\) are expenses incurred by HMP&L in the prior calendar year. The \(\text{kWh}_{(Y-1)}\) is the metered kilowatt hours in the prior calendar year.

2. Power Costs (C):

Costs associated with purchased power including block purchases, market energy purchases, and energy purchased utilizing bilateral or other agreements.

Renewable Distributed Generation Interconnection Rate Schedule
Schedule DG (continued)

(3) Net Market Interaction (M)

This amount is composed of the net market interaction for the prior year. These costs reflect the MISO Revenue from the sale of excess power, MISO Purchases for the purchase of required power, and MISO fees associated with the revenue and purchases.

(4) The kWh(Y-1) shall be sum of the metered kilowatt hours in the prior year.

Terms and Conditions – Renewable DG adjustment credits have no cash value. Customer’s Renewable DG adjustment credits shall be applied to the Customer’s standard retail account twice a year (June and December). Renewable DG adjustment credits shall only be applied to the Customer’s electrical consumption balance and shall not be applied to fuel adjustment charges, late fees, taxes or other utility charges such as water or gas. If the Renewable DG adjustment credit exceeds the Customer’s electrical consumption balance in the month in which it is applied, the remaining Renewable DG adjustment credits shall then be carried as a credit on the Customer’s standard retail account and applied to future Customer’s electrical consumption charges.

Renewable DG adjustment credits are not transferrable between customers and shall only be transferrable between locations if the customer relocates to a residence to which HMP&L provides electrical service and the transfer is approved by HMP&L. If qualification is met and the Renewable DG adjustment credit transfer between locations is approved by HMP&L, the Renewable DG adjustment credit would first be applied to the electrical consumption billing amount subsequent to the final meter read. Any excess Renewable DG adjustment credit will then be transferred to Customer’s new electric account and will be applied to future consumption charges only.

Should Customer elect to no longer take service under a HMP&L rate schedule, excess DG adjustment credits shall be applied to the outstanding electric consumption billing amount following the final meter read. If the Renewable DG adjustment credit is greater than the consumption charges due HMP&L, the remaining credit will be forfeited by the Customer and shall revert back to HMP&L.

Approved By: Henderson Board of Commissioners ([May 28, 2019] ____________) issued on and after [June 1, 2019] June 1, 2020.
City of Henderson, Kentucky
Henderson Municipal Power & Light

Residential Rate Schedule
Schedule R

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For a single family residential household and electric service is only used for domestic requirements. Electric service must be taken through one (1) meter at one (1) point of delivery.

Limitation of Service – Not available to industrial customers, commercial customers, or customers classified in other rate classifications. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

Single Phase ~ Three Wire 120/240 Volts
Three Phase ~ Four Wire *120/240 Volts
* When HMP&L facilities are available.

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Energy Charge – For all kilowatt hours billed on and after [June 1, 2019] June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Consumption</td>
<td>[7.14¢]</td>
</tr>
</tbody>
</table>

Monthly Customer Service Charge – Fixed monthly charge of $12.50 for each metered point of delivery.

Approved By: Henderson Utility Commission ([April 15, 2019] [March 17, 2020] Effective: For all customer billings
Approved By: Henderson Board of Commissioners ([May 28, 2019] [June 1, 2020] issued on and after [June 1, 2019] June 1, 2020.
Residential Rate Schedule
Schedule R (continued)

**Power Cost Adjustment** – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Residential Rate Schedule customers.

**CPI Adjustment** – See CPI Escalation Schedule CPI, which is applicable to all metered Residential Rate Schedule customers.

**Term of Service** – Monthly.

**Payment** – Due on or before each monthly billing due date.

**Late Payment Fee** – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

Approved By: Henderson Utility Commission ([April 15, 2019] March 17, 2020) customer billings

Approved By: Henderson Board of Commissioners ([May 28, 2019] )

Effective: For all issued on and after [June 1, 2019] June 1, 2020.
City of Henderson, Kentucky  
Henderson Municipal Power & Light  

General Service Rate Schedule  
Schedule GS  

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).  

Applicability – For general commercial service or industrial service at any one (1) location where service is taken through one (1) meter at one (1) point of delivery and customer’s monthly demand is less than 300 kilowatts.  

Limitation of Service – Not available to residential customers. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.  

Services Available – Sixty hertz alternating current as provided herein.  

For customers with an estimated monthly demand equal to or less than 50 kilowatts.  

| Single Phase – Three Wire | 120/240 Volts |
| Three Phase – Four Wire | 120/240 Volts |
| – Four Wire | 120/240 Volts |

For customers with an estimated monthly demand greater than 50 kilowatts, but less than 300 kilowatts.  

| Three Phase – Four Wire | 120/240 Volts |
| – Four Wire | 120/240 Volts |
| – Four Wire | 277/480 Volts |
| ~ Delta | 13,800 Volts |

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.  

Effective: For all customer billings  
Approved By: Henderson Board of Commissioners ([May 28, 2019] [June 1, 2020])  
Issued on and after [June 1, 2019] June 1, 2020.
General Service Rate Schedule
Schedule GS (continued)

Energy Charge – For all kilowatt hours billed on and after [June 1, 2020].

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 2,000 kWh</td>
<td>9.48¢ kWh</td>
</tr>
<tr>
<td>Next 13,000 kWh</td>
<td>7.98¢ kWh</td>
</tr>
<tr>
<td>All Over 15,000 kWh</td>
<td>6.77¢ kWh</td>
</tr>
</tbody>
</table>

Gross Energy Reduction Allowance – When HMP&L installs primary metering and the customer owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter, the customer will be billed for 98 percent (2 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer. When HMP&L installs primary metering and HMP&L owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter up to the connection point of the customer’s service line, the customer will be billed for 99 percent (1 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer.

Monthly Customer Service Charge – Fixed monthly charge of $20.00 for each metered point of delivery.

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered General Service Rate customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered General Service Rate customers.


General Service Rate Schedule
Schedule GS (continued)

Power Factor Billing Adjustment – As determined by HMP&L, random power factor tests may be conducted on individual General Service Rate customer’s metered services. In the event power factor test results are less than 85 percent (0.85), the customer’s total monthly billing cost shall be increased by multiplying the total monthly billing cost for metered energy by the power factor adjustment percent. The power factor adjustment percent shall be calculated as the quotient of 0.85 divided by the actual power factor determined by test. After a power factor adjustment has been applied to a customer’s bill during any one month billing period, the power factor adjustment shall continue to be applied to all subsequent monthly billings. If the customer’s power factor is less than 85 percent, the customer will have the option of installing sufficient power factor corrective equipment. Should the customer fail to exercise such option promptly, monthly demand measurement may also be a Kva demand meter, in which case 0.85 Kva will be considered the actual Kw. The monthly power factor adjustment shall be terminated when an HMP&L power factor test indicates a power factor equal to or greater than 85 percent (0.85).

Term of Service – Monthly.

Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

Approved By: Henderson Utility Commission ([April 15, 2019] March 17, 2020) customer billings

Approved By: Henderson Board of Commissioners ([May 28, 2019] [June 1, 2019] June 1, 2020.

Effective: For all issued on and after
City of Henderson, Kentucky
Henderson Municipal Power & Light

**Housing Authority, Church, and Public School Rate Schedule**

**Schedule HCS**

**Service Area** — All areas served by Henderson Municipal Power & Light (HMP&L).

**Applicability** — For Housing Authority, Church, and Public School buildings at any one (1) location where service is taken through one (1) meter at one (1) point of delivery. After March 1, 2007, a new customer's estimated monthly demand must be less than 300 kilowatts to qualify for this rate. Electric service is provided at no cost to the City of Henderson. HMP&L’s allocation of the actual electric service expenses to the City, however, are based upon the rates set forth herein.

**Limitation of Service** — Not available to Private Schools or any other customers classified in other rate classifications. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

**Services Available** — Sixty hertz alternating current as provided herein.

For customers with an estimated monthly demand equal to or less than 50 kilowatts.

- **Single Phase** — Three Wire 120/240 Volts
- **Three Phase** — Four Wire 120/208 Volts
- — Four Wire 120/240 Volts

For customers with an estimated monthly demand greater than 50 kilowatts, but less than 300 kilowatts when new service is requested after March 1, 2007.

- **Three Phase** — Four Wire 120/208 Volts
- — Four Wire 120/240 Volts
- — Four Wire 277/480 Volts
- — Delta *13,800 Volts

* When HMP&L facilities are available.

**Monthly Billing** — Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

customer billings
Approved By: Henderson Board of Commissioners ([May 28, 2019] June 1, 2020) issued on and after
[June 1, 2019] June 1, 2020.
City of Henderson, Kentucky
Henderson Municipal Power & Light

Housing Authority, Church, and Public School Rate Schedule
Schedule HCS (continued)

Energy Charge – For all kilowatt hours billed on and after [June 1, 2019] June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Consumption</td>
<td>(7.03) 7.03¢ kWh</td>
</tr>
</tbody>
</table>

Gross Energy Reduction Allowance – When HMP&L installs primary metering and the customer owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter, the customer will be billed for 98 percent (2 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer. When HMP&L installs primary metering and HMP&L owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter up to the connection point of the customer’s service line, the customer will be billed for 99 percent (1 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer.

Monthly Customer Service Charge – Fixed monthly charge of $35.00 for each metered point of delivery.

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Housing Authority, Church, and Public School Rate Schedule customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered Housing Authority, Church, and Public School Rate Schedule customers.

Term of Service – Monthly.


Effective: For all customer billings

Approved By: Henderson Board of Commissioners ([May 29, 2019] June 1, 2020)

[June 1, 2019] June 1, 2020.
Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

customer billings
Approved By: Henderson Board of Commissioners ([May 28, 2019] [June 1, 2019] June 1, 2020)

Effective: For all issued on and after
City of Henderson, Kentucky  
Henderson Municipal Power & Light

Demand Rate Schedule  
Schedule D

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For general commercial service or industrial service at any one (1) location where service is taken through one (1) meter at one (1) point of delivery and customer’s estimated monthly demand is equal to or greater than 300 kilowatts.

Limitation of Service – Not available to residential customers. Minimum monthly kilowatt billing demand applies to all Demand Rate Schedule customers as provided herein. Electric service is subject to HMP&L’s and the City of Henderson’s Ordinances, Policies, General Terms and Conditions of Service, Safety Policies, and Service Rules and Regulations, as amended.

Services Available – Sixty hertz alternating current as provided herein.

<table>
<thead>
<tr>
<th>Voltage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>120/208 Volts</td>
<td>Three Phase – Four Wire</td>
</tr>
<tr>
<td>120/240 Volts</td>
<td>Three Phase – Four Wire</td>
</tr>
<tr>
<td>*240/480 Volts</td>
<td>Three Phase – Four Wire</td>
</tr>
<tr>
<td>277/480 Volts</td>
<td>Three Phase – Four Wire</td>
</tr>
<tr>
<td>*13,800 Volts</td>
<td>Three Phase – Delta</td>
</tr>
</tbody>
</table>

* When HMP&L facilities are available.

Monthly Billing – Customers will be billed monthly for each service taken through one (1) meter at one (1) point of delivery.

Demand Charge - *$4.70 for each kilowatt of monthly metered billing demand.

* When a customer’s service voltage delivery is 13,800 volts and the customer owns all transformer and voltage transformation facilities, the customer’s monthly metered billing demand rate will be $4.25 for each kilowatt of monthly metered billing demand.
City of Henderson, Kentucky
Henderson Municipal Power & Light

Demand Rate Schedule
Schedule D (continued)

Minimum Monthly Billing Demand – To qualify for the Demand Rate Schedule, on and after March 1, 2007, a customer must have a minimum monthly billing demand equal to or greater than 300 kilowatts at each meter location. The minimum monthly billing demand shall be the maximum 15-minute measured demand in the month, subject to power factor adjustment, but not less than the greater of 50 Kwh or 70 percent of the highest monthly billing demand established during the preceding year, May 1 through October 31. [Demand minimum billing = maximum 15-minute measured demand (May through October) x meter multiplier x Demand Charge x 70%]

Energy Charge – For all kilowatt hours billed on and after [June 1, 2019] June 1, 2020.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Kilowatt Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 50,000 kwh</td>
<td>6.45¢ kWh</td>
</tr>
<tr>
<td>Next 50,000 kwh</td>
<td>5.40¢ kWh</td>
</tr>
<tr>
<td>All Over 100,000 kwh</td>
<td>5.01¢ kWh</td>
</tr>
</tbody>
</table>

Gross Energy Reduction Allowance – When HMP&L installs primary metering and the customer owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter, the customer will be billed for 98 percent (2 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer. When HMP&L installs primary metering and HMP&L owns, installs, operates, maintains, and replaces all electrical distribution facilities located on the load side of the primary meter up to the connection point of the customer’s service line, the customer will be billed for 99 percent (1 percent reduction) of the actual total monthly metered kilowatt hours consumed by the customer.

Monthly Customer Service Charge – Fixed monthly charge of $155.00 for each metered point of delivery.
Demand Rate Schedule
Schedule D (continued)

Power Cost Adjustment – See Power Cost Adjustment Rate Schedule PCA, which is applicable to all metered Demand Rate customers.

CPI Adjustment – See CPI Escalation Schedule CPI, which is applicable to all metered Demand Rate customers.

Power Factor Billing Adjustment – As determined by HMP&L, random power factor tests may be conducted on individual Demand Rate customer’s metered services. In the event power factor test results are less than 85 percent (0.85), the customer’s total monthly billing cost shall be increased by multiplying the total monthly billing cost for metered energy by the power factor adjustment percent. The power factor adjustment percent shall be calculated as the quotient of 0.85 divided by the actual power factor determined by test. After a power factor adjustment has been applied to a customer’s bill during any one month billing period, the power factor adjustment shall continue to be applied to all subsequent monthly billings. If the customer’s power factor is less than 85 percent, the customer will have the option of installing sufficient power factor corrective equipment. Should the customer fail to exercise such option promptly, monthly demand measurement may also be a Kva demand meter, in which case 0.85 Kva will be considered the actual Kw. The monthly power factor adjustment shall be terminated when an HMP&L power factor test indicates a power factor equal to or greater than 85 percent (0.85).

Term of Service – To be established by HMP&L.

Payment – Due on or before each monthly billing due date.

Late Payment Fee – A late payment fee will be imposed on all individual payments actually received by HMP&L after the monthly billing due date. The late payment fee will be equal to an additional five (5) percent of the customer’s total monthly billing including taxes and other fees, if applicable.

City of Henderson, Kentucky
Henderson Municipal Power & Light

Power Cost Adjustment Rate Schedule
Schedule PCA

Service Area – All areas served by Henderson Municipal Power & Light (HMP&L).

Applicability – For all kilowatt hours metered

Power Cost Adjustment – To recover power supply costs that are not recovered by base rate charges, the monthly Power Cost Adjustment will be multiplied by the customer’s kWh billed for the month of billing. For purposes of the calculation, all power supply, transmission, and capacity costs for the base year were calculated to be $0.04372/kWh and is included in the base rate charges in the applicable electric rate schedules.

1. Calculation: The formula for calculating the Power Cost Adjustment is as follows:

\[
P C A = \frac{Purchased\ Energy + Purchased\ Capacity + Transmission}{Costs - Market\ Sales - Transmission\ Revenue +/- Reconciliation}\]

\[
\text{Total kWh Sales}\]

*Base[d] year = FY 2020

2. Definitions:

Purchased Energy- Including, but not limited to, block purchases, market energy purchases, SEPA purchases, SEPA tagging services, MISO services

Purchased Capacity- Including, but not limited to, capacity purchased from MISO, bilateral agreements, or other agreements

Transmission Costs – Including, but not limited to, transmission fees from MISO, LBA (Local Balancing Authority) services, TOP (Transmission Operator) services

Market Sales – Including, but not limited to, sales of energy and/or capacity in the MISO market or from other sales agreements

Transmission Revenue – Including, but not limited to, transmission revenue received from the host Transmission Owner of the pricing zone

Approved By: Henderson Board of Commissioners ((May 28, 2019) June 1, 2020) issued on and after [June 1, 2019] June 1, 2020.
City of Henderson, Kentucky
Henderson Municipal Power & Light

Reconciliation – Total amount of costs for over/under collection of PCA Revenue from previous months

Total kWh Sales – Total amount of kWh billed for the month

Approved By: Henderson Utility Commission ([April 15, 2019] March 17, 2020) customer billings


Effective: For all issued on and after
City of Henderson, Kentucky  
Henderson Municipal Power & Light  

Additional Customer Service Rate Schedule  
Schedule ACS  

Service Area ~ All areas served by Henderson Municipal Power & Light (HMP&L).  

1. Smart Metering Time-Based Rate Services  
   As provided by the Energy Policy Act of 2005 under Section 111(d) of the Public Utility  
   will consider offering Smart Metering Time-Based Rate Services.  
   
   HMP&L will, at the time of a request, consider adopting a differential rate schedule option for  
   the customers. Any differential rate schedules adopted by HMP&L, however, will be just and  
   reasonable and will not be unduly discriminatory or preferential.  

2. Interconnection Services  
   As provided by the Energy Policy Act of 2005 under Section 111(d) of the Public Utility  
   will consider offering Interconnection Services to all customers.  
   
   HMP&L will consider allowing a customer owned on-site electric generating facility to be  
   connected to HMP&L distribution facilities. Customers requesting Interconnection Services  
   shall first make written application to HMP&L and, thereafter, customers shall comply with  
   all existing and future Interconnection Standards and service rates established by HMP&L.  
   Interconnection Standards and service rates established by HMP&L, however, will be just and  
   reasonable and will not be unduly discriminatory or preferential. All customer and HMP&L  
   direct and indirect expenses related to the Interconnection Services shall be paid by the  
   customer prior to HMP&L providing the Interconnection Services.  

Effective: For all customer billings  

Approved By: Henderson Board of Commissioners ([May 28, 2019] June 1, 2020)  
Effective: For all issued on and after [June 1, 2019] June 1, 2020.
Additional Customer Service Rate Schedule
Schedule ACS (continued)

(3) **Net Metering Services**

As provided by the Energy Policy Act of 2005 under Section 111(d) of the Public Utility Regulatory Policies Act of 1978 as amended, Henderson Municipal Power & Light (HMP&L) [will consider offering] currently offers Net Metering Services [to all customer classifications.]

Any electric energy generated by a customer from an eligible on-site private generating facility and delivered to HMP&L distribution facilities, will be metered by HMP&L during the applicable monthly billing period. [The Customer will be given a renewable distributed generation adjustment credit per the Renewable Distributed Generation Interconnection Rate Schedule.] The customer shall follow the appropriate Interconnection Procedure for Distributed Generation and will be placed on the appropriate Distributed Generation Rate Schedule applicable to their customer class. [Customers requesting Net Metering Services shall pay all customer and HMP&L direct and indirect expenses related to the request prior to HMP&L considering Net Metering Services.] All customer and HMP&L Net Metering facilities shall be installed and maintained within HMP&L standards. Any HMP&L standards and service rates adopted by HMP&L, however, will be just and reasonable and will not be unduly discriminatory or preferential.
April 8, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. "Buzzy" Newman, Jr., City Manager
SUBJECT: Funding to the Community Foundation of Henderson for the Henderson Employee Relief Fund

The accompanying resolution approves a donation in the amount of $50,000.00 to the Community Foundation of Henderson to provide funding for the Henderson Employee Relief Fund.

The Community Foundation of Henderson has agreed to administer the Henderson Employee Relief Fund which has been established to raise funds to go to local non-profits to directly benefit individuals who have been negatively impacted by loss of employment (including reduced hours) and to non-profits who serve the citizens of Henderson who have been negatively impacted by the pandemic and the response to the pandemic.

In an effort to support the health and safety of our citizens during this time of emergency through these difficult times, the City believes it is in the best interest of its citizens to donate $50,000.00 ($25,000.00 from the General Fund and $25,000.00 from the Gas Fund) to this effort. We have also requested that the Henderson Water and Sewer Commission and the Henderson Utility Commission each make a $25,000.00 donation for a total contribution of $100,000.00 from the City and its utilities.

This is an unanticipated expense therefore no funds were budgeted in the current fiscal year; the budget will require amendment at the year-end review. Your approval of the attached resolution is requested.

c: Robert Gunter
    Tom Williams
    Chris Heimgartner
RESOLUTION NO. ________

RESOLUTION APPROVING DONATION OF $50,000.00 TO THE HENDERSON EMPLOYEE RELIEF FUND (HERF) THROUGH THE COMMUNITY FOUNDATION OF HENDERSON

WHEREAS, the President of the United States and the Governor of Kentucky have both declared a state of emergency in response to the novel coronavirus (COVID-19) pandemic;

WHEREAS, the Mayor of the City of Henderson declared a State of Emergency on March 16, 2020 based upon the COVID-19 virus outbreak;

WHEREAS, the City of Henderson recognizes the local effects of the COVID-19 pandemic including the implementation of state and federal recommendations for social distancing, closing of businesses, and self-quarantining requests all in an effort to prevent the spread of this devastating virus; and

WHEREAS, the City of Henderson further recognizes the financial impact on local businesses, employees and its citizens resulting from both the state and federal recommendations and, more recently, the necessary actions implemented by Executive Order by Governor Beshear to reduce the spread of COVID-19 in the Commonwealth of Kentucky; and

WHEREAS, a fund through the Community Foundation of Henderson, Kentucky entitled “Henderson Employee Relief Fund” has been established to raise funds to go to local non-profits to directly benefit individuals who have been negatively impacted by loss of employment (including reduced hours) and to non-profits who serve the citizens of Henderson who have been negatively impacted by the pandemic and the response to the pandemic; and

WHEREAS, in an effort to support the health and safety of its citizens during this time of emergency of the City of Henderson during these difficult times, the City believes it is in the best interest of its citizens to donate $50,000.00 ($25,000.00 from the General Fund and $25,000.00 from the Gas Fund);

WHEREAS, the City believes that such expenditure to the Henderson Employee Relief Fund serves a public purpose in that it will provide a direct benefit to the citizens of Henderson;

WHEREAS, the City requests that the Henderson Water and Sewer Commission (Henderson Water Utility) and the Henderson Utility Commission (Henderson Municipal Power and Light) each make a $25,000.00 donation for a total contribution of $100,000 from the City and its utilities; and

WHEREAS, the City Manager recommends the approval of the expenditure;

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky that the recommendation of the City Manager is accepted, and the expenditure of $50,000.00 to go the
Henderson Employee Relief Fund administered by the Community Foundation of Henderson, upon the execution of a funding agreement with this organization, is hereby approved and that a budget amendment ordinance be prepared to include this expenditure.

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

Commissioner Vowels: __________  Commissioner Staton: ________
Commissioner Bugg: __________  Mayor Austin: __________
Commissioner Royster: __________

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

______________________________
Steve Austin, Mayor
Date: ________________________

ATTEST:

______________________________
Maree Collins, CKMC, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ___ DAY OF APRIL 2020.

By: _______________________
   Dawn S. Kelsey
   City Attorney
Agreement

This Agreement entered into on this __ day of ___________, 2020, by the City of Henderson, Kentucky, hereinafter referred to as the “City,” and Community Foundation of Henderson, a nonprofit corporation organized under the laws of the State of Kentucky, which is an affiliate of the Community Foundation of West Kentucky, hereinafter referred to as the “CFH”

Witnesseth:

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

WHEREAS, the City of Henderson recognizes the local effects of the COVID-19 pandemic including the implementation of state and federal recommendations for social distancing, closing of businesses, and self-quarantining requests all in an effort to prevent the spread of this devastating virus; and

WHEREAS, the City of Henderson further recognizes the financial impact on local businesses, employees and its citizens resulting from both the state and federal recommendations and more recently, the necessary actions implemented by Executive Order by Governor Beshear to reduce the spread of COVID-19 in the Commonwealth of Kentucky; and

WHEREAS, a fund through the Community Foundation of Henderson, Kentucky has been established to raise funds to go to local non-profits to directly benefit individuals who have been negatively impacted by loss of employment (including reduced hours) and to non-profits who serve the citizens of Henderson who have been negatively impacted by the pandemic and the response to the pandemic; and

WHEREAS, the City Board of Commissioners of Henderson, Kentucky, has allocated funds for the support of the Henderson Employee Relief Fund which will serve the public purpose in that it will provide a direct benefit to the citizens of Henderson; and

WHEREAS, the CFH desires to provide to the City, and the City desires to allocate funds to CFH for the Henderson Employee Relief Fund according to the terms of the following Agreement.

NOW, THEREFORE, in consideration of the premises:

1. CFH agrees to use its best efforts to provide administration of the Henderson Employee Relief Fund in an effort to support the health and safety of the citizens of Henderson during this time of emergency.

2. CFH agrees to provide such services to all Henderson residents and non-profit organizations in accordance with policies and procedures set up for the Henderson Employee Relief Fund.
3. CFH agrees to expend all funds herein exclusively for purposes directly benefiting the Henderson Employee Relief Fund.

4. CFH agrees to not discriminate against any participant because of race, color, religion, national origin, sex, sexual orientation, gender identity, genetic makeup, age, disability status, or veteran or family status. CFH will seek to ensure that participants are treated without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, genetic makeup, age, disability status, or veteran or family status.

5. The City is hereby authorized to audit or otherwise examine the books and records of the CFH, to verify that said funds are being expended in accordance with the terms of this Agreement.

6. The parties reserve the right to cancel and terminate the Agreement at any time, with or without cause, upon written notice to the other not less than 30 days prior to the proposed date of termination. In the event that either party exercises its option to terminate this Agreement, CFH shall reimburse the City for any remaining funds provided in Section 1 that have not been expended, along with a full accounting of all funds that have been expended. The termination notice shall be sent by registered mail as follows:

   To CFH:  
   President  
   1300 Commonwealth Drive  
   Henderson, Kentucky 42420

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

7. In consideration of the foregoing, the City shall pay to CFH a total of $50,000.

8. CFH agrees to submit a written report by July 31, 2021 outlining the accomplishments and services provided by the CFH during the previous contract year. CFH also agrees to come to a Board of Commissioners meeting on or before August 25, 2020 to give a report of its expenditures.

9. CFH agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, genetic makeup, age, disability status, or veteran or family status. CFH will seek to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, genetic makeup, age, disability status, or veteran or family status. Such action shall include but not be limited to the following: employment, upgrading, demotion or termination; rate of pay and other forms of compensation; and selection for training. CFH agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.
10. CFH agrees to comply with all applicable requirements under KRS 65A.010 et seq.; failure to do so could result in funding being suspended or cancelled.

11. It is specifically understood that this Agreement does not create a joint venture between the parties, nor do the parties have a principal/agency relationship, a master/servant or employer/employee relationship, nor any other type of legal relationship which may be construed to be such that the parties are involved in joint activities by virtue of this agreement. CFH is an independent contractor as to the City, and CFH is solely responsible for all claims by third parties and agrees to indemnify and hold the City free and harmless from any claims for liability which may be made against it as a result of the activities of CFH including costs and attorney fees.

12. The term of this Agreement shall commence April 15, 2020 and shall continue through June 30, 2021.

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

CITY OF HENDERSON, KENTUCKY

City Manager

COMMUNITY FOUNDATION OF HENDERSON, KENTUCKY

(Signature)

(Typed or Printed Name and Title)

APPROVED AS TO FORM AND LEGALITY:

Dawn S. Kelsey
City Attorney
City Commission Memorandum
20-56

April 6, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. "Buzzy" Newman, Jr., City Manager
SUBJECT: Addendum to Interlocal Agreement - Daviess County Fiscal Court for Solid Waste Disposal

The accompanying resolution authorizes the execution of an Addendum to the Interlocal Agreement between the City of Henderson and Daviess County Fiscal Court for solid waste disposal.

As you may recall, staff recommendations were presented at the January 2020 Work Session detailing options for landfill and sanitation operations. One option discussed was to privatize operations of the Construction Demolition and Debris Transfer Station/landfill and scale house. The Board of Commissioners authorized staff to negotiate an addendum to the current Interlocal Agreement for those services at the March 10, 2020 meeting.

The City of Henderson ("City") and Daviess County Fiscal Court ("County") have now reached agreement for the County to assume the operations of the CDD Transfer Station and the Scale House operations. The City shall pay the County $14,800.00 per month to operate the CDD Transfer Station and $8,000.00 per month to staff and operate the Scale House located at the Henderson Landfill.

This Addendum shall commence June 1, 2020, or sooner in the event parties are able to transfer the Operation of the Scale House and the CDD Transfer Station earlier. Rates to provide these operations may increase upon each five year renewal according to the original Interlocal Agreement provision in the Center Operations tipping fee increases, but in no event shall the rates be increased above those provisions. The County shall weigh all vehicles delivering solid waste to the Henderson Transfer Landfill and may keep all recyclable materials received.

Your approval of the attached resolution is requested.

c: Dawn Kelsey
   Robert Gunter
   Brian Williams
RESOLUTION NO. _______

RESOLUTION APPROVING ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN DAVIESS COUNTY FISCAL COURT AND THE CITY OF HENDERSON FOR SOLID WASTE DISPOSAL

WHEREAS, the Commonwealth of Kentucky enacted legislation in 1991, requiring all landfills in the State to comply with the regulations regarding contained landfills, effective July 1, 1995; and

WHEREAS, by Resolution 43-15 (copy attached) an Interlocal Agreement between Daviess County Fiscal Court and the City of Henderson for Solid Waste Disposal (copy attached) was approved by the Board of Commissioners; and

WHEREAS, since that time of the Agreement, it has been concluded by both parties that it would be more efficient for Daviess County to assume the operations of the Construction, Demolition and Debris Transfer Station and the Scale House; and

WHEREAS, both parties wish to add an addendum (attached hereto marked Exhibit “A”) to the Interlocal Agreement between Daviess County Fiscal Court and the City of Henderson for Solid Waste Disposal; and

WHEREAS, the Daviess County Fiscal Court approved the Addendum on April 2, 2020; and

WHEREAS, the City Manager recommends approval of the Addendum.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky that the attached Addendum to the Interlocal Agreement Between Daviess County Fiscal Court and the City of Henderson (marked Exhibit “A”), is hereby approved, and the Mayor is authorized and directed to execute the addendum 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 Vowels: _______  Commissioner Staton: _______
Commissioner Bugg: _______  Mayor Austin: _______
Commissioner Royster: _______

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

Maree Collins, CKMC
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ___ DAY OF APRIL, 2020.

By:  
Dawn S. Kelsey
City Attorney
ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN
DAVIESS COUNTY FISCAL COURT AND THE CITY OF HENDERSON
FOR SOLID WASTE DISPOSAL

This contract constitutes an addendum to the solid waste disposal agreement between the Daviess County Fiscal Court, (County") and the City of Henderson, Kentucky, a municipality and political subdivision of the Commonwealth of Kentucky, ("City") entered into by both parties on the 1st day of June 2015. The parties wish to only change or add the following terms to the original Agreement.

WITNESSETH

WHEREAS, it would be more efficient for the County to conduct the operations the Solid Waste Transfer Station, the Construction, Demolition, and Debris Transfer Station and the Scale House operation located at the Henderson Landfill located on Wolf Hills, Henderson, Kentucky.

WHEREAS, both parties have come to an acceptable agreement to transfer the operation of the Construction, Demolition and Debris Transfer Station and the Scale House operation from the City to the County.

SECTION 1 -- DEFINITIONS

Add the following definition:

9. “Scale House” means the building that houses the means for weighing vehicles coming in and out of the landfill. Further, it is where billing, on-site payments are performed, as well as where required on-site documentation is kept.

SECTION 2 — TIPPING FEES AND HENDERSON TRANSFER & CONVENIENCE AND CONSTRUCTION, DEMOLITION, AND DEBRIS TRANSFER STATION AND SCALE HOUSE

Add the following provision:

The City shall pay the County $14,800.00 per month to operate the Construction, Demolition, and Debris Transfer Station at the Henderson Landfill located on Wolf Hills Road, Henderson, Kentucky. Rates to provide these operations may increase upon each five (5) year renewal according to the original Interlocal Agreement provision in the “Center Operations” tipping fee increases, but in no case can the rates be increased above those provisions. The County will purchase and install a truck scale at the Scale House. The preparation of the bid and specification for the scale will be performed by the City. The City will be the owner of the scale and will be
responsible for all necessary maintenance of the scale after the installation. The County will purchase from City its 2018 Caterpillar M314F loader for ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($175,000.00) reduced by the costs of the purchase and installation of the truck scale at the Scale House. The County shall keep all recyclable materials that it receives at the landfill for its benefit.

SECTION 3 - WEIGHING LOADS

Remove the following provision:

The City will staff, operate and maintain the weigh station located at the Henderson Transfer Station. The City shall weigh all vehicles delivering solid waste to the Henderson Transfer, and shall maintain records of this information. Such information shall be furnished to County with bill invoices identifying each vehicle weighed and tabulate the gross, tare and net weight of each load, the date and time of delivery. At its expense County may verify the calibration and accuracy of the scales and records located at the City's facilities, if done at reasonable times and upon prior written notice to the City.

Replace with the following:

The City shall pay the County $8,000 per month to staff and operate the Scale House located at the Henderson Landfill. The County shall weigh all vehicles delivering solid waste to the Henderson Landfill. The county shall weigh all vehicles delivering solid waste to the Henderson Transfer Station, and shall maintain records for this information. Such information shall be furnished to the City with invoices identifying each vehicle weighed and tabulate the gross, tare and net weight of each load, the date, and the time of delivery.

SECTION 8 - OPERATION OF THE TRANSFER STATION:

Add the following provision:

The County agrees that during the term of this contract, it shall be responsible for the total operation and maintenance of the Scale House and the Construction, Demolition, and Debris transfer station. Such operation and maintenance by the County shall be performed in a manner that conforms to OSHA and Kentucky Building Code standards.

The County and the City shall inspect the Scale House and the Construction, Demolition, and Debris transfer station prior to the contract start to establish the condition of the building. The City retains the right to inspect the Scale House and the Construction, Demolition, and Debris
transfer station periodically. Any deficiencies discovered during the inspection shall be noted in writing to the County.

The City and County’s new responsibilities for the upkeep of the area and site at the Henderson Landfill are listed in Exhibit C which is attached hereto.

SECTION 16 – EFFECTIVE DATE

Add this following provision:

The effective date for this Addendum shall be June 1, 2020. However, if all parties are able to transfer the Operation of the Scale House and the Construction, Demolition, and Debris transfer station prior to June 1, 2020, the parties will do so, but the contract renewal will remain on a June 1st basis.

IN WITNESS WHEREOF, the parties executed this Interlocal Cooperation Agreement by their authorized representative on the dates indicated below:

[Signatures and dates]

INTERLOCAL COOPERATION AGREEMENT

Interlocal Cooperation Agreement

between
Daviess County, Kentucky

City of Henderson, Kentucky

Approved _________________, 2020.

______________________________
Commissioner
Department for Local Government
RESOLUTION NO. 43-15

RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN DAVIESS COUNTY FISCAL COURT AND THE CITY OF HENDERSON FOR SOLID WASTE DISPOSAL

WHEREAS, the Commonwealth of Kentucky enacted legislation in 1991, requiring all landfills in the State to comply with the regulations regarding contained landfills, effective July 1, 1995; and

WHEREAS, Daviess County has constructed and is currently operating such a contained landfill, located at 7772 KY 815, just south of West Louisville (hereinafter referred to as "Landfill"); and

WHEREAS, Daviess County has in its possession an operating permit from the Natural Resources and Environmental Protection Cabinet for a 45-acre waste cell, and a construction permit for another 23 acres of liner; and

WHEREAS, the City of Henderson reached an agreement for Daviess County to assume the hauling and disposal of solid waste for the City of Henderson and the County of Henderson and to operate the solid waste Transfer Station ("Henderson Transfer Station") and Convenience Center belonging to the City on Stratman Road in the City of Henderson.

WHEREAS, the City of Henderson, by ordinance, requires all City residents to participate in and accept collection services offered by the City, with some exception for commercial customers; and

WHEREAS, the City of Henderson accepts at the Henderson Transfer Station Solid Waste from Henderson County residences and some Henderson County Solid Waste franchisees; and

WHEREAS, collection of Solid Waste by the City has been approved by Henderson County as part of the Henderson County Solid Waste Management Plan; and

WHEREAS, the City of Henderson does not own active Solid Waste disposal facilities; and

WHEREAS, the City of Henderson and County recognize and acknowledge the mutual financial and environmental benefits from ensuring cost-effective, orderly, safe, and reliable collection of Solid Waste generated in the City of Henderson and disposal of such Solid Waste at the West Daviess County landfill.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky that the attached Interlocal Agreement Between Daviess County Fiscal Court and the City of Henderson for solid waste disposal, is hereby approved, and the Mayor is authorized and directed to execute the agreement on behalf of the City.
On motion of Commissioner Robert M. Mills, seconded by Commissioner Jan Hite, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Royster  NAY  Commissioner Hite  AYE  
Commissioner Mills  AYE  Mayor Austin  AYE  
Commissioner Johnston  AYE  

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:  April 14, 2015

Maree Collins, Acting City Clerk

APPROVED AS TO FORM AND LEGALITY THIS  7 DAY OF APRIL, 2015.

By:  
Dawn S. Kelsey  
City Attorney
INTERLOCAL AGREEMENT BETWEEN  
DAVIESS COUNTY FISCAL COURT AND THE CITY OF HENDERSON  
FOR SOLID WASTE DISPOSAL

This contract constitutes a solid waste disposal agreement between the Daviess County Fiscal Court, (County") and the City of Henderson, Kentucky, a municipality and political subdivision of the Commonwealth of Kentucky, ("City") for a period of five years from the effective date of this agreement.

WITNESSETH

WHEREAS, the Commonwealth of Kentucky enacted legislation in 1991, requiring all landfills in the State to comply with the regulations regarding contained landfills, effective July 1, 1995,

WHEREAS, the County has constructed and is currently operating such a contained landfill, located at 7772 KY 815, just south of West Louisville (hereinafter referred to as "Landfill");

WHEREAS, the County has in its possession an operating permit from the Natural Resources and Environmental Protection Cabinet for a 45-acre waste cell, and a construction permit for another 23 acres of liner;

WHEREAS, on September 24, 1991, the County adopted by ordinance a Solid Waste Management Plan which limited the sources for the County's contained landfill to Daviess and Henderson Counties;

WHEREAS, the County amended said Plan on February 7, 1996, to allow waste from other counties for disposal, in order to increase landfill revenues;

WHEREAS, the Commonwealth of Kentucky passed into law a House Bill on April 23, 2002 which created the Kentucky Pride Fund and created a $1.75 per ton environmental remediation fee;

WHEREAS, KRS 224.43-500 requires operators of landfills and Transfer Stations to impose a $1.75 per ton environmental remediation fee on all generators of waste, disposing of waste in a landfill;

WHEREAS, the City reached an agreement for the County to assume the hauling and disposal of solid waste for the City and the County of Henderson and to operate the solid waste Transfer Station ("Henderson Transfer Station") and Convenience Center belonging to the City located on Stratman Road in the City of Henderson.

WHEREAS, the City, by ordinance, requires all City residents to participate in and accept collection services offered by the City, with some exception for commercial customers;
WHEREAS, the City accepts at the Henderson Transfer Station Solid Waste from Henderson County residences and some Henderson County Solid Waste franchisees;

WHEREAS, collection of Solid Waste by the City has been approved by Henderson County as part of the Henderson County Solid Waste Management Plan;

WHEREAS, the City does not own active Solid Waste disposal facilities;

WHEREAS, the City and County recognize and acknowledge the mutual financial and environmental benefits from ensuring cost-effective, orderly, safe, and reliable collection of Solid Waste generated in the City of Henderson and disposal of such Solid Waste at the West Daviess County landfill.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

SECTION 1 — DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the meaning given. The word "shall" is always mandatory and not merely discretionary.

1. "Solid Waste" means household solid waste and commercial solid waste, and includes any garbage, refuse, trash, yard waste and other discarded material resulting from residential, commercial, or community activities. Solid Waste shall also include any nonhazardous waste for which the County has approved an Additional Waste Stream Application or Special Waste Application, which may include contaminated soil, sludge or industrial waste. For purposes of this contract, Solid Waste shall not include any Hazardous Waste, and shall not include any waste that the County is prohibited from managing or disposing under its Permits or applicable State or Federal law.

2. "Household Solid Waste" includes garbage, trash, and debris generated by single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, and recreational areas such as picnic areas, parks and campgrounds.

3. "Commercial Solid Waste" means all types of solid waste generated by stores, offices, restaurants, warehouses, community events, and other service and nonmanufacturing activities, excluding Household Solid Waste.

4. "Industrial Solid Waste" means solid waste generated by manufacturing or industrial processes that is not a hazardous waste or a special waste as designated by KRS 224.50760.

5. "Hazardous Waste" means any waste defined as, "Hazardous Waste" as defined under Federal or State law, including the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and regulations promulgated pursuant thereto, KRS Chapter 224 and regulations promulgated pursuant thereto, any Solid Waste composed of or including any "Hazardous Substance" as defined under the Comprehensive Environmental Response Compensation and


Liability Act of 1980 (CERCLA), 42 U.S.C. 9601, et seq., and regulations pursuant thereto,
Solid Waste composed of or including any "Hazardous Substance" as defined by KRS 224.01-
400, Solid Waste composed of or including any "Toxic Substance" subject to the Toxic
Substances Control Act, 15 U.S.C. 2601, et seq., and any other waste which the County may be
prohibited from managing or disposing in its Landfill under applicable State or Federal Law.

6. "Unacceptable Waste" means any waste reasonably determined by the County landfill
manager or Henderson Transfer Station manager to pose a threat to worker safety or the
environment or disruption of the operations of the landfill or the Henderson Transfer Station, or
waste the management or disposal of which would result in a violation of licenses or permits or
applicable federal, state, or local laws, regulations or ordinances, including materials or
substances that could cause or contribute Landfill to exceed permitted levels for leachate
imposed by the Regional Water Resource Agency. Unacceptable Wastes shall include, but not be
limited to, highly flammable, radioactive, or reactive substances, hazardous waste, liquid wastes,
pathological wastes, biological wastes (including "red bags"), unpermitted industrial waste,
sludge and contaminated soil.

7. "Construction and Demolition Waste" means waste which results from the construction,
remodeling, repair and demolition of structures and roads, and for the disposal of
uncontaminated solid waste consisting of vegetation resulting from land clearing and grubbing,
utility line maintenance and seasonal and storm-related cleanup. Such waste includes, but is not
limited to: bricks, shredded or segmented tires, concrete and other masonry materials, soil, rock,
wood, wall coverings, plaster, drywall, plumbing fixtures, tree stumps, limbs, saw dust, leaves,
yard waste, paper, paper products, metals, furniture, insulation, roofing shingles, asphaltic
pavement, glass, plastics that are not sealed in a manner that conceals other wastes, electrical
wiring and components containing no liquids or hazardous metals that are incidental to any of
the above.

8. "Force Majeure" means any event or condition having a material and adverse effect on the
rights, duties or obligations of the County or the landfill, or any portion thereof, or on the
operation, maintenance, ownership or possession of the landfill, if that event or condition, or the
adverse effect thereof, is beyond the reasonable control of the County. Events or conditions
constituting a Force Majeure include:

(a) An act of God, epidemic, landslide, lightning, earthquake, fire explosion, hurricane,
storm, tornado, flood, sinkhole or similar occurrence;

(b) An act of a public enemy, an act of war, strike, blockage, insurrection, riot, general
unrest, civil disturbances, or damages or delays caused by unacceptable waste entering the
landfill;

(c) A change in federal or state law, including, without limitation, a change in law that
effectively requires special handling making the disposal of a waste more costly than current
procedures require;
SECTION 2 — TIPPING FEES AND HENDERSON TRANSFER & CONVENIENCE CENTER OPERATION FEES

The City or its designated provider shall collect Solid Waste in the corporate limits of the City of Henderson and deliver all of its solid waste to the Henderson Transfer Station, with the exception of tree stumps and root wads larger than twenty-seven (27) inches in diameter, which will be treated as Construction and Demolition waste. Further, the City accepts Solid Waste at the Henderson Transfer Station from Henderson County residences and some of Henderson County Solid Waste Franchisees. The County shall properly dispose of the solid waste as delivered to the Henderson Transfer Station. The City shall separate waste based upon the following schedule. If waste is found to have a mix of various waste types, the City will be charged at the higher waste rate. The County shall charge City tipping fees for disposal of solid waste per the following schedule:

Municipal Solid Waste

Year 1:

0-1250 Tons: Free, with $1.75/ton state tax & $12/ton transportation charge
Over 1,250 tons: $30.50 per ton, including state tax & $12/ton transportation charge

Contract Years 2-5:

0- 2,500 Tons annually: Free, with $1.75/ton state tax & $12/ton transportation charge
Over 2,500 tons annually: $30.50 per ton, including state tax & $12/ton transportation charge

Construction & Demolition Waste

$ 25/per ton which includes transportation, tipping fee, and all other applicable taxes

Effective June 1, 2020, and each new 5 year contract period thereafter, County may increase all tipping fees by a percentage equal to the increase in the Consumer Price Index (CPI) measured by the average for the preceding sixty month period ending December 31, not to exceed 2.52% annually compounded. For example, on June 1, 2020 the County may increase tipping fees up to the CPI increase from January 1, 2015 to December 31, 2019 or 2.52% compounded annually (approximately 13.25%). The CPI increase shall be based on the CPI increase for Urban Wage Earners and Clerical Workers (CPI-W), Southern Region, as published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100). In the event the Bureau of Labor Statistics stops publishing the CPI, the parties hereto shall by agreement of the county and the city substitute another equally authoritative measure of the change in purchasing power of the U.S. dollar. Effective June 1, 2020 City shall pay the contract rate for all municipal solid waste delivered to the Henderson Transfer Station (no “free” tonnage).
If County's customer base broadens and solid waste volume disposed in the contained landfill increases in a twelve month period by 10% or greater, as compared to a base volume of one hundred ninety five thousand (195,000) tons in a twelve month period, the county shall meet with the city to discuss the cost savings achieved and the effects on the fee structure within this contract.

The City does not guarantee a minimum volume of solid waste. The City currently has an Agreement with Henderson County to accept permitted waste from Henderson County residences and Henderson County solid waste franchisees at the transfer station and construction demolition debris landfill. (See Exhibit A) This Agreement, if not renewed, will expire on June 30, 2018. Further, the Henderson County Fiscal Court can terminate the Agreement with 360 days written notice.

Unless government-owned facilities are exempted, the County shall pass any solid waste tipping fee surcharge placed by state or federal government on to the City. If new State or federal regulations increase the County's cost to construct and operate its landfill and/or Henderson Transfer Station, the County may raise its tipping fees proportionately with the direct costs imposed on the County by the change in Federal or State regulations. The City may pass this expense on to the consumer.

The City shall pay the County $11,666.77 per month to operate Henderson Transfer Station and Convenience Center located on Stratman Road, Henderson, Kentucky. Rates to operate the Henderson Transfer Station may increase upon each renewal subject to the same restrictions as the tipping fee increases.

The City shall initially supply four (4) used rolloff containers and two (2) new rolloff containers at least thirty (30) yards in volume located for use at the Transfer Station. It is the County’s responsibility to replace these rolloff containers after the useful life of the initially supplied rolloff containers.

SECTION 3 - WEIGHING LOADS

The City will staff, operate and maintain the weight station located at the Henderson Transfer Station. The City shall weigh all vehicles delivering solid waste to the Henderson Transfer Station, and shall maintain records of this information. Such information shall be furnished to County with bill invoices identifying each vehicle weighed and tabulate the gross, tare and net weight of each load, the date and time of delivery. At its expense County may verify the calibration and accuracy of the scales and records located at the City's facilities, if done at reasonable times and upon prior written notice to the City.

SECTION 4 - BILLING & PAYMENT

The County shall submit a monthly invoice to City by the 15th day of each month following the month in which County provided disposal services. This invoice shall itemize the daily tonnage of solid waste received from City by date based on the County’s scales at the Landfill. Failure of City to pay disposal fees within sixty (60) days of receipt of a proper invoice,
shall constitute a material breach of this contract, entitling the County to seek any remedy provided by law.

SECTION 5-UNACCEPTABLE WASTE

The County may refuse any Unacceptable Waste. The County randomly inspects loads delivered to the Landfill and Henderson Transfer Station to detect Unacceptable Waste and prevent disposal at the Landfill and the Henderson Transfer Station. The County may detain and inspect all vehicles, including City vehicles, to ensure City delivers no Unacceptable Waste to Henderson Transfer Station. The County may reject loads with Unacceptable Waste. If the City finds Unacceptable Waste in a load at the Weight Station, then the City will reject the load. The City shall remain responsible for disposing any unacceptable waste from vehicles owned by the City. The County may refuse to accept loads of waste at any time the landfill or transfer operations are subject to a Force Majeure event or occurrence. The County shall divert certain items, which constitute unacceptable waste by pulling them from incoming loads, and storing for recycling or incineration. County may charge City for such items, pulled from City loads. These items and the County's applicable fees are as follows:

<table>
<thead>
<tr>
<th>Waste tires</th>
<th>Off-Rim</th>
<th>On-Rim</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Car</td>
<td>$3.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>- Light Truck</td>
<td>$3.00</td>
<td>$6.00</td>
</tr>
<tr>
<td>- Diesel Tire</td>
<td>$10.50</td>
<td>$21.00</td>
</tr>
<tr>
<td>- Tractor Tire</td>
<td>$35.00</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

The County charges higher rates for larger tires, reflecting the cost of disposal. County personnel, or its assignees, shall notify City drivers immediately when such items are discovered in their loads. City shall make a reasonable attempt to monitor and inspect its vehicles to prevent delivery of unacceptable materials to County facilities.

In addition to the indemnities set forth in Section 8, the City shall hold harmless and indemnify County for any liabilities, costs, obligations or expenses, including, but not limited to, management and disposal costs, caused by or attributable to delivery of Unacceptable Waste to the Henderson Transfer Station or to the Landfill by the City pursuant to this contract. Without waiving the generality of the foregoing, if County finds or identifies Unacceptable Waste in Solid Waste after unloading a City vehicle County shall segregate the Unacceptable Waste from solid waste and recyclable materials. If reasonably possible without risk of harm to human health County shall separate the Unacceptable Waste, and recycle or store them in a separate location; notify City of the separation and City shall remove the Unacceptable Waste within a reasonable time after County notifies City of the Unacceptable Waste load. If County cannot reasonably or safely segregate the Unacceptable Waste County may refuse to accept Solid Waste from the City pursuant to this contract until the City removes the Unacceptable Waste from the Henderson Transfer Station or the Landfill. If the City does not remove Unacceptable Waste from the Henderson Transfer Station or Landfill within a reasonable time after demanded by the County, the County may arrange, on the City's behalf, for the management and disposal of the Unacceptable Waste. Upon written demand by the County, accompanied by a detailed
accounting of expenses, City shall promptly reimburse the County for any costs related to such management and disposal. The management and disposal of Unacceptable Waste in the Landfill or at the Henderson Transfer Station by the County shall not be considered a waiver of any legal right the County may hold under this Section 5 or any other section of this Contract, at law or in equity.

SECTION 6-REPRESENTATIONS & WARRANTIES

The County represents and warrants that it owns and operates a landfill and Transfer Station in Daviess County, and it holds permits from the Natural Resources and Environmental Protection Cabinet for these facilities. Further, County warrants that it carries adequate comprehensive general public liability insurance ($2 million limit for each occurrence for bodily injury and property damage and $5,000,000 aggregate), and shall set aside ample revenues to provide for closure capping and post-closure care at the landfill.

The County, or its assignee, will maintain at its expense during the term of this contract, workers' compensation for all employees used on the job as required by Kentucky law.

The County, or its assignee, shall be responsible for obtaining any and all permits for facilities which has been placed under its control by the City and County under this contract, including but not limited to, transportation vehicles, and any other facilities or receptacles required or need to satisfactorily perform this contract. All such permits shall be maintained in the name of the Daviess County Fiscal Court, or its assignee. County shall remain responsible for all environmental monitoring, record keeping, reporting and compliance with all governmental agencies. If the County, or its assignee, receives a Notice of Violation from any state or federal regulatory agency in regard to the Landfill, Transfer Station or Convenience Center, County will provide a copy of that Notice of Violation to the City within 5 business days of receipt.

City represents that it carries adequate general public liability insurance (minimum $1 million limit, single coverage), and any required solid waste hauling permits from the Kentucky Department of Transportation (DOT). City warrants that all its vehicles comply with applicable DOT regulations when transporting solid waste to Henderson Transfer Station. Throughout the term of this agreement City shall maintain general public liability and property damage insurance in amounts of not less than $1 million single limit coverage. All required insurance shall remain in effect for the entire life of this agreement. Each party shall provide the other with an updated copy of its insurance. City shall use good faith efforts, including but not limited to, its own random inspections, to minimize disruptions, costs, expenses and liabilities caused by delivery of unacceptable waste by the City to the Transfer Station or Landfill.

SECTION 7- COUNTY HOURS OF OPERATION & HOLIDAYS

The County shall keep the Henderson Transfer Station and Convenience Center open to receive solid waste Monday through Saturday, 7 a.m. to 3:30 p.m. The Landfill shall accept loads Monday through Friday, 7:30 a.m. to 3:30 p.m. and Saturday, 7:30 a.m. to 11 a.m. The County's solid waste facilities are closed on the following holidays:
New Year's Day  Labor Day
Memorial Day  Thanksgiving Day
Independence Day  Christmas Day

To provide the haulers a makeup day, the County facilities shall stay open longer on the Saturday following a holiday. If one of these holidays falls on a Sunday, the County facilities operate on a regular schedule. The County shall notify the City at least thirty (30) days prior to any changes in its operating hours or holiday schedule.

Because of holiday or seasonal workload City may request through the Manager additional hours of operation. With prior authorization of the Judge/Executive, the Manager may extend the landfill hours of operation to assist the City in maintaining its work schedule.

SECTION 8 - Operation of the Henderson Transfer Station:

The County agrees that during the term of this contract, it shall be responsible for the total operation and maintenance of the Henderson Transfer Station. Such operation and maintenance by the County shall be performed in a manner that conforms to OSHA and Kentucky Building Code standards.

The County and the City shall inspect the Henderson Transfer Station prior to the contract start to establish the condition of the building. The City retains the right to inspect the facility periodically. Any deficiencies discovered during the inspection shall be noted in writing to the County.

The County shall be responsible for keeping the driveway, the parking area, and the area around the rolloff containers (in the shaded area on Exhibit B) covered with sufficient gravel to prevent exposure of subsurface soil conditions.

SECTION 9- INDEMNIFICATION

To the extent allowable by law, each party shall indemnify, defend, and hold the other party, its elected and appointed officials, employees, officers, agents, contractors, and attorneys, harmless from and against any and all liabilities, suits, actions, proceedings, claims, debts, losses, damages, fee, costs, penalties, fines and expenses (including, but not limited to, reasonable attorneys fees) caused by, or arising out of any intentional or negligent act or omission constituting a breach by that party or any one of its employees, officers, agents, contractors, and attorneys, of any representation, warranty, covenant, or other obligation contained in this agreement.

SECTION 10- ASSIGNMENT OF CONTRACT PROHIBITED

Assignment of the rights and privileges granted under this contract is prohibited without the written consent of the non-assigning party. However, the County may sell or lease its Solid Waste facilities to a Third Party, and the City may contract with or grant a franchise to a Third Party for collection of Solid Waste in the City. If either party seeks to transfer or assign its rights and obligations under this Contract, each party agrees that, if requested by the non-transferring or
non-assigning party, the lease or sale of Solid Waste facilities by the County, or the contract or grant of franchise for Solid Waste collection by the City, shall be conditioned upon continued fulfillment of all obligations arising under this contract, including any applicable rights to extensions. A party wishing to transfer or assign its rights and obligations under this Contract must provide a minimum of one hundred eighty (180) days written notice prior to any such transfer or assignment, and the non-transferring or non-assigning party shall be given the opportunity to undertake the rights and obligations of the transferring or assigning party on the same terms as the Third Party.

SECTION 11-DURATION OF AGREEMENT

Unless breached the City and County's rights and obligations shall terminate exactly five years from the effective date of this agreement. The parties agree that upon expiration of this agreement, City shall have the exclusive option to renew this contract for five (5) year terms, under the same terms and conditions, provided the tipping fees are renegotiated in "good faith" at the beginning of each five (5) year term. City shall notify the County of its intention to exercise its option at least sixty (60) days prior to the expiration of this agreement or each renewal term. Thereafter, if the parties are unable to reach an agreement on the tipping fees by the end of the term, the agreement shall terminate.

It is understood that the City may terminate this contract without cause by giving written notice thereof to the County by certified mail no later than one hundred eighty (180) days prior to such termination.

SECTION 12- IMPOSSIBILITY OF PERFORMANCE

If the County is prohibited by Force Majeure, from operating its Henderson Transfer Station or Contained Landfill for any period of time, then the County, at its option, may temporarily suspend this agreement by providing written notice to City, until such time as the facilities are permitted to reopen. If the facilities are not reopened within three months of the initial prohibition, the County may terminate this agreement immediately, by providing written notice to City.

SECTION 14 - DEFAULT AND TERMINATION

1. Remedies for Default

County or City may terminate this agreement for cause if the other defaults as defined in this agreement. Absent a default, this Agreement shall remain in effect and the parties' relief shall be limited to that explicitly provided by this Agreement.

2. Events of Default:

Each of the following constitutes an event of default:

(a) The persistent or repeated failure or refusal by either party to fulfill, substantially in accordance with this Agreement, any material obligations under this Agreement, unless such
failure or refusal can be justified by an uncontrollable circumstance or failure or refusal to act by the other party; however, no action may constitute an event of default authorizing termination unless and until:

(i) The party claiming a default gives written notice to the other specifying a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement by the other party, and

(ii) The party claimed to be in default has not corrected the default or has not taken adequate steps to promptly correct it within five days from the date of the notice.

However, if the party persists in its failure or refusal to act despite written notice, the other party may declare an event of default and terminate this Agreement on five days' additional written notice without a further opportunity to cure the default.

(b) Failure on the part of City to pay any undisputed amount required to be paid to County within thirty days after amount becomes due and payable.

c) Either party's material breach of its representations, warranties, or covenants under this Agreement.

3. Dispute Resolution and Applicable Law

If any controversy or claim arises out of or relating to this Agreement, or either party breaches this Agreement, the parties shall submit such controversy or claim first to nonbinding mediation; if such mediation is unsuccessful, the parties may resort to the courts. The parties agree that any dispute arising under this Agreement shall be governed by the laws of the Commonwealth of Kentucky.

SECTION 15 - SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this agreement is, for any reason, held illegal by any court having appropriate jurisdiction or is superseded or preempted by federal or State regulations, such portions shall be deemed as separate and distinct, and such holding shall not affect the validity of the remaining portions.

SECTION 16 - EFFECTIVE DATE

The Effective date of this agreement shall be June 1, 2015.

Executed this 16th day of April 2015.

IN WITNESS WHEREOF, the parties executed this Interlocal Cooperation Agreement by their authorized representative on the dates indicated below:

Al Mattingly
Daviess County Judge/Executive

Date 4-16-15
INTERLOCAL COOPERATION AGREEMENT

Interlocal Cooperation Agreement

between

Daviess County, Kentucky
City of Henderson, Kentucky

Approved May 7, 2015.

Commissioner
Department for Local Government
INTERLOCAL COOPERATION AGREEMENT

ICA 15-012: Daviess County Fiscal Court and the City of Henderson, Kentucky, *Solid Waste Disposal*

Reviewed as to compliance with KRS 65.210 to 65.300 and recommended for approval:

Bill Pauley
Staff Attorney
Department for Local Government

5/6/15

Date
AGREEMENT BETWEEN THE CITY OF HENDERSON AND HENDERSON COUNTY PERTAINING TO COOPERATION ON VARIOUS SOLID WASTE ISSUES

THIS AGREEMENT made and entered this 12th day of August, 2008, by and between the COUNTY OF HENDERSON, KENTUCKY, (hereinafter referred to as "Henderson County") and the CITY OF HENDERSON, KENTUCKY (hereinafter referred to as "City of Henderson").

WITNESSETH:

WHEREAS, Chapters 67, 109, and 224 of the Kentucky Revised Statutes place primary responsibility for solid waste management with the counties of Kentucky; and

WHEREAS, Henderson County has repeatedly expressed its desire to be an equal (50/50) participating partner with the City of Henderson in regard to solid waste issues; and

WHEREAS, all citizens of the City of Henderson are also citizens of Henderson County; and

WHEREAS, the City of Henderson and Henderson County entered into an Interlocal Agreement in 1995 for the mutual benefit of the parties, to construct a solid waste transfer station that was designed to process all solid waste except that waste destined for the City of Henderson's construction demolition debris landfill; and

WHEREAS, in 2004, Henderson County franchised the collection of solid waste within the County, outside the corporate limits of the City of Henderson, and Henderson County as a governmental body no longer collects solid waste in Henderson County and, therefore, has no need for a solid waste transfer station; and

WHEREAS, Henderson County has requested that the Interlocal Agreement for Solid Waste Transfer Station, dated June 27, 1995, be terminated, and that Henderson County be released of its obligations under said agreement; and

WHEREAS, Henderson County has offered $47,985.00 to the City of Henderson for the County's portion owed for the transfer station deficit for the fiscal year ending June 2007, and has incurred $42,307.00 in liability for the County's portion owed for the fiscal year ending June 30, 2008; and

WHEREAS, Henderson County has, for budget purposes, expressed a need to know its total annual financial commitment at the beginning of each fiscal year for any joint solid waste agreement; and
WHEREAS, Henderson County desires to continue to perform its statutory responsibility for solid waste management throughout Henderson County in its entirety; and

WHEREAS, the City of Henderson continues to need the solid waste transfer station and the construction demolition debris landfill to provide for the needs of its citizens; and

WHEREAS, those citizens of Henderson County who reside outside the City of Henderson continue to need a properly permitted location to deliver their solid waste which is not collected by their franchised solid waste collection company, including bulky items or items which should be disposed of in a permitted construction demolition debris landfill;

NOW, THEREFORE, in consideration of the premises, and the mutual benefits to be derived by each party, the City of Henderson and Henderson County jointly and mutually covenant and agree as follows:

Section 1. The Interlocal Agreement for Solid Waste Transfer Station, dated June 27, 1995, is hereby canceled effective June 30, 2008, and Henderson County is relieved of all future obligations and benefits of this agreement; and

Section 2. The City of Henderson agrees to accept $47,985.00 for Fiscal Year 2007, and $42,307.00 for Fiscal Year 2008, as full and complete payment from Henderson County for all solid waste transfer station activities during those years; and

Section 3. All assets and liabilities of the solid waste transfer station shall immediately become the exclusive property of the City of Henderson, with the exception that if the City of Henderson discontinues the operation as set forth in Paragraph 13 or the City of Henderson terminates this agreement before the total 20 year term and sells or leases the transfer station, in any of those events, Henderson County shall receive 50% of any sale or lease; and

Section 4. The City of Henderson agrees that it will continue to be the exclusive operator of the solid waste transfer station; and

Section 5. The City of Henderson agrees that it will continue to be the exclusive operator of the construction demolition debris landfill; and

Section 6. All residents of Henderson County, regardless of whether inside or outside the city limits of the City of Henderson, may dispose of permitted waste at the transfer station or the construction demolition debris landfill, as appropriate, at no direct cost to that resident; and

Section 7. Henderson County and the City of Henderson agree that all residential solid waste activities inside the city limits of Henderson shall continue to be conducted
exclusively by the City of Henderson; and

Section 8. Henderson County desires to fulfill all its duties and responsibilities for solid waste activities for all residents of Henderson County, which activities include, at a minimum:

A. Solid waste collection;
B. Solid waste disposal;
C. Construction demolition debris disposal; and
D. Solid waste recycling and reuse.

Section 9. Henderson County prefers to make an annual lump sum payment to the City of Henderson which will fulfill its financial obligation for the disposal of permitted waste at the transfer station by all Henderson County residents, the disposal of permitted waste at the construction demolition debris landfill by all Henderson County residents, and the curbside collection and disposal of recyclable materials for all Henderson County residents served by the City of Henderson's curbside recycling contract; and

Section 10. Henderson County will pay the lump sum amount of $85,000 on the first day of July of each fiscal year, beginning July 1, 2008, plus a two and one-half percent (2 1/2%) annual cost of living adjustment each year. If the City discontinues operation of the transfer station and the construction demolition debris landfill mid-year (under Section 13) a pro rata refund would be reimbursed to the county; and

Section 11. Upon receipt of said annual payment, the City of Henderson agrees to be fully responsible for all residential solid waste activities required by those Henderson County residents who reside inside the city limits of the City of Henderson and agrees to absolve Henderson County of any such responsibility; and

Section 12. No accounting of costs and expenses will be required by either party to maintain this agreement; and

Section 13. The City of Henderson may discontinue the operation of the solid waste transfer station and the construction demolition debris landfill at any time, but agrees to provide Henderson County with a minimum of 180 days written notice before any such discontinuance, unless closure is requested by federal or state authority; and

Section 14. Henderson County and the City of Henderson recognize that the current construction demolition debris landfill has a finite life and both recognize that planning, permitting, and construction for a replacement facility must begin soon; and

Section 15. The initial term of this agreement shall be for a period of five (5) years beginning retroactively to July 1, 2008, and ending on June 30, 2013; provided however, that it shall automatically be renewed for additional four (4) successive five (5) year terms unless this agreement is terminated as set forth in Section 13 or 17; and
Section 16. This agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party; and

Section 17. Either party may terminate this agreement with 360 days written notice in advance of the termination date unless a lesser time is agreed upon by the parties; and

Section 18. If any provision of this agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable, the invalidity of such provision shall not affect an or all or the remaining portions of this agreement.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, by their duly authorized representatives this day and year first above written.

COUNTY OF HENDERSON, KENTUCKY

[Signature]
Sandy L. Watkins, County Judge/Executive

CITY OF HENDERSON, KENTUCKY

[Signature]
Thomas E. Davis, Mayor

THE FOREGOING AGREEMENT IS APPROVED AND RECOMMENDED BY THE HENDERSON CITY-COUNTY SOLID WASTE COMMITTEE:

[Signature]
Mike Farmer

[Signature]
Hugh McCormick

[Signature]
Jim White

[Signature]
Carter Wilkerson

RESOLUTION NO. 67-08
EXECUTIVE ORDER NO. 01-20
Executive Order and Declaration of a Local
State of Emergency Effective March 16, 2020
City of Henderson, Kentucky

Whereas, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for the novel coronavirus (COVID-19), beginning on January 27, 2020; and

Whereas, there are numerous confirmed lab cases of COVID-19 throughout the United States; and

Whereas, COVID-19, a respiratory disease that can result in serious illness or death, previously identified in humans and can easily spread from person to person; and

Whereas, the CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as “high”, and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States;

Whereas, on March 6, 2020, Governor Andy Beshear entered Executive Order 2020-2015 and declared a state of emergency in response to COV-19 upon the first diagnosis of COV-19 in the Commonwealth;

Whereas, on March 13, 2020, President Donald Trump declared a National State of Emergency in response to COV-19, and

Whereas, the situation creates a considerable hardship for the citizens of Henderson;

Whereas, local government has the responsibility to protect the public health, safety and welfare of the community, and to mitigate the effects of such events; and

Whereas, it is necessary for the City to coordinate an emergency effort with national, state, county and other local agencies for maximum effective response.

Now Therefore, I, Steve Austin, Mayor of the City of Henderson, Kentucky, by the authority vested in me by KRS 39A.100(2), and KRS 39B.070 do hereby declare a State of Emergency exists in the City of Henderson, Kentucky for the period beginning on March 16, 2020 and continuing until further notice. I shall be exercising the authority granted to me through Executive Orders, and through utilization of city personnel, services, equipment, and any necessary acts to manage this emergency.

Further, I direct the following:

1. The Local Emergency Operations Plan be fully executed;
2. The Henderson County Emergency Management Director shall direct Emergency Management to provide such assistance as can be delivered from available local resources and shall coordinate all agencies of local government to provide assistance to the City of Henderson;

3. Subject to any orders of Governor Andy Beshear, I hereby order and direct any and all departments of the City of Henderson to coordinate and cooperate with the Henderson County Health Department, Kentucky Department for Public Health, any federal agencies to respond to the threat presented by the novel coronavirus, COVID-19 by exercising the powers articulated in KRS Chapter 39A and 39B and to provide information to individuals, businesses, organizations, and other entities to best prepare and respond to the COVID-19 State of Emergency Declaration. All departments of the City of Henderson shall cooperate to the fullest extent with Henderson County Emergency Management and shall provide such assistance as may be required for response to this emergency; and departments and agencies which are called upon to respond to such emergency shall include, but not be limited to, Henderson Municipal Power & Light, Henderson Municipal Gas Department, Henderson Water Utility, Henderson Public Works, Henderson Police and Fire Departments, Emergency Communications, and Henderson Parks and Recreation Department.

4. Under this State of Emergency, as provided in KRS 39A.100(2), KRS 39B.070 and 45A.380(1), I may waive procedures and formalities otherwise required by the law pertaining to a) performance of public work, b) by entering into contracts, c) incurring obligations, d) employment of permanent and temporary workers, e) utilization of volunteer workers, f) rental of equipment, and g) appropriation and expenditure of public funds.

5. Under this State of Emergency, as provided in KRS 39A.100(2)(c), I may establish curfews and establish their limits.

6. Under this State of Emergency, I may exercise any other authority as permitted and articulated in KRS 39A and 39B.

This Declaration of State of Emergency shall remain in effect until terminated by the issuance of another Executive Order when I determine that a state of emergency no longer exists and the exercise of extraordinary measures are no longer required for the protection of the public health, safety and welfare.

Steve Austin, Mayor
Date

Maree Collins, CKMC, City Clerk
Date

WHEREAS, the President of the United States and the Governor of Kentucky have both declared a state of emergency in response to the novel coronavirus (COVID-19) pandemic;

WHEREAS, the Mayor of the City of Henderson declared a State of Emergency on March 16, 2020 based upon the COVID-19 virus outbreak;

WHEREAS, on March 18, 2020 and directly in response to the nationwide effects of COVID-19, the Internal Revenue Service announced tax payment relief for federal tax returns that are due by April 15, 2020 by automatically extending the tax filing and payment deadline until July 15, 2020 (IR 2020-58); and

WHEREAS, the City of Henderson Finance Director has recommended the implementation of similar tax relief for local net profit taxes due and collected by his office under Chapter 21, Taxation, Article III, Business and Occupation License Fees, Ordinances Nos. 21-33 of the City of Henderson Code of Ordinances; and

WHEREAS, the City of Henderson recognizes the local effects of the COVID-19 pandemic including the implementation of state and federal recommendations for social distancing, closing of businesses, and self-quarantining requests all in an effort to prevent the spread of this devastating virus; and

WHEREAS, the City of Henderson further recognizes the financial impact on local businesses, employees and its citizens resulting from both the state and federal recommendations and, more recently, the necessary actions implemented by Executive Order by Governor Beshear to reduce the spread of COVID-19 in the Commonwealth of Kentucky; and

WHEREAS, in an effort to prevent any additional financial strain on the businesses and citizens of the City of Henderson during these difficult times, the City of Henderson believes it to be in the best interests to automatically extend the deadline for which net profit taxes are to be paid under Ordinance No. 21-37 of the City of Henderson Code of Ordinances by ninety (90) days and, additionally, to waive any interest or penalties for net profit tax balances paid on or before the extended due dates; and
WHEREAS, the City Manager after consultation with the Finance Director, has advised the Mayor that the financial impact resulting from the proposed extension will not affect the City’s ability to deliver the essential services relied upon by its citizens.

NOW, THEREFORE, BE IT ORDERED AS FOLLOWS

1. In order to combat the financial impact of the novel coronavirus (COVID-19) in the City of Henderson, the payment of net profit taxes by an employer or business entity for Tax Year 2019 under Ordinance 21-33 of the City of Henderson Code of Ordinances is hereby automatically extended from April 15, 2020 until July 15, 2020. For Fiscal Year filing deadline of May 15, 2020, the filing deadline is extended to August 17, 2020 and for Fiscal Year filing deadline of June 15, 2020, the filing deadline is extended to September 15, 2020. No further action on behalf of any employer or business entity shall be required for this payment extension relief.

2. An employer or business entity who pays the net profits tax due on or before July 15, 2020 or Fiscal Year filers covered under this Order which pays on or before the modified deadline shall not be liable for the penalties and/or interest in Ordinance 21-46 of the City of Henderson Code of Ordinances. For any remaining unpaid net profits tax balance, the penalties and interest set forth in Ordinance No. 21-46 shall begin to accrue on July 16, 2020 or for Fiscal Year filers covered under this Order one day after the modified deadline.

3. The Finance Director shall ensure the tax relief provisions set forth in this Executive Order are effectuated.

This Executive Order is made pursuant to City of Henderson Executive Order No. 01-20 State of Emergency, KRS 39A.100(2), and KRS 39B.070.

Signed this 23rd day of March 2020.

Steve Austin, Mayor
City of Henderson

ATTEST:

Maree Collins, CKMC
City Clerk
EXECUTIVE ORDER NO. 03-20

EXECUTIVE ORDER PROVIDING FOR ADMINISTRATIVE LEAVE FOR CITY OF HENDERSON EMPLOYEES DURING KENTUCKY STATE OF EMERGENCY FOR COVID-19

WHEREAS, the Governor has declared a State of Emergency on March 6, 2020 to assist in stopping the COVID-19 virus outbreak, this may require some employees to be placed on administrative leave;

WHEREAS, the Mayor of the City of Henderson declared a State of Emergency on March 16, 2020 (Executive Order 01-20) based upon the COVID-19 virus outbreak; and

WHEREAS, to help support the declared State of Emergency, the City of Henderson is altering its leave policy for city employees;

NOW, THEREFORE, BE IT ORDERED AS FOLLOWS:

1. The city requires an employee with a COVID-19 diagnosis or an order to quarantine to follow the recommendations of medical professionals and provide any necessary documentation to the city, in accordance with applicable federal, state, and local law.

2. If an employee qualifies for leave under the Families First Coronavirus Relief Act beginning on April 2, 2020, either under the Emergency Paid Sick Leave or Emergency Family Medical Leave Act (EFMLA), those provisions will govern, and the employee will not receive administrative leave. The City has adopted these provisions through Executive Order 04-20.

3. The City will determine which positions to designate as nonessential and essential as well as which positions can be performed from home based on the needs of the city and the job position requirements.

4. Beginning on March 23, 2020, the City may designate certain nonessential employees to work from home. If employees are designated to work from home, it will be considered paid work status.

5. Employees in nonessential positions who are directed not to come to work by the City and are unable to work from home due to the nature of their work (as determined by the City) will receive paid administrative leave for up to 80 hours for the two pay periods beginning March 23, 2020 and ending April 19, 2020.

6. In the event that a nonessential employee working from home as designated by the City in paragraph 4 or an essential employee as designated by the City in paragraph 5 cannot work due to one of the reasons contemplated by the Families First Coronavirus Relief Act and Executive Order 04-20, the employee will be granted paid time off according to the Act’s applicable leave provisions, but must return to work as soon as the employee, or the person they are caring for, is released by their physician. Written documentation of release to return to work may be requested according to federal, state, and local law.
7. All designated essential workers must report to their scheduled work time.

8. With the proper approval in accordance with the City of Henderson Declaration of Emergency issued March 16, 2020, the City Manager may implement other temporary employment policies necessitated by the emergency. To the extent any local employment policies conflict with federal and/or state law, federal and/or state law will supersede said local policies.

All other Employee Manual rules shall remain in force.

This Executive Order is made pursuant to City of Henderson Executive Order 01-20 State of Emergency and KRS 39A.100(2), and KRS 39B.070.

Signed this 23rd day of March 2020.

Steve Austin, Mayor
City of Henderson

ATTEST:

Maree Collins, CKMC
City Clerk
EXECUTIVE ORDER NO. 04-20

EXECUTIVE ORDER PROVIDING FOR LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

WHEREAS, the global pandemic known as COVID-19 has caused declarations of emergency at the City, County, State and Federal levels; and

WHEREAS, the President signed into law the “Families First Coronavirus Response Act” to assist with the impact of COVID-19, through which employees may be eligible for additional leave under the law which comes into effect on April 2, 2020;

WHEREAS, the Board of Commissioners passed Municipal Order No. 10-20 to provide for 80 hours of sick leave for employees (and 96 hours for 24 hours shift employees) for COVID-19 diagnosis or treatment or to care for a family member with it or for self-isolation or quarantine;

WHEREAS, to comply with the temporary leave requirements of the Act, the City of Henderson is altering its leave policy for City employees; and

WHEREAS, the City of Henderson also recognizes the need for additional temporary employment policies due to the nature of this emergency;

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

1. Pursuant to the Emergency Paid Sick Leave Act, employees are eligible for two weeks of paid leave at their regular rate of pay for certain qualifying circumstances. Eligible full-time employees will receive up to eighty (80) hours of paid sick leave. Eligible part-time employees will receive pay based on the average number of hours worked over the last six months. The Act allows the employers to exclude healthcare providers and emergency responders from the definition of employees who are allowed to take such leave. In the City of Henderson, emergency responders including Police Officers, 911 Communications Dispatchers and Firefighters will be excluded from EFMLEA in this Executive Order. However, emergency responders are included in the Municipal Order No. 10-20 and will be allowed to use the leave provide in Municipal Order No. 10-20.

The qualifying circumstances under which the employee will receive this leave are if the employee is:

a. Subject to a federal, state or local quarantine or isolation order related to COVID-19;

b. Advised by a healthcare provider to self-quarantine due to COVID-19 concerns;

c. Experiencing COVID-19 symptoms and seeking medical diagnosis;
d. Caring for an individual subject to a federal, state or local quarantine or isolation order or advised by a healthcare provider to self-quarantine due to COVID-19 concerns (caring for another who is subject to an isolation order or advised to self-quarantine as described above is not limited to only family members).

e. Caring for the employee’s child if the child’s school or place of care is closed or the child’s care provider is unavailable due to COVID-19 precautions; or

f. Experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

2. Pursuant to the Emergency Family Medical Leave Expansion Act (EFMLEA), an employee that has been employed for thirty (30) days or more is eligible for up to twelve (12) weeks of job-protected leave to allow the employee, who is unable to work or telework, to care for the employee’s child (under 18 years of age) if the child’s school or place of care is closed or the childcare provider is unavailable due to a public health emergency. The Act allows the employers to exclude healthcare providers and emergency responders from the definition of employees who are allowed to take such leave. In the City of Henderson, emergency responders including Police Officers, 911 Communications Dispatchers and Firefighters will be excluded from EFMLEA in this Executive Order.

a. The first 10 days of EFMLEA-qualified leave are unpaid. However, an employee may either be eligible for Emergency Paid Sick Leave as outlined in paragraph 1. or may take other paid leave concurrently with the EFMLEA, including the leave provided for in Municipal Order No. 10-20.

b. Beginning the third week of EFMLEA, an eligible employee shall be paid according to the following:

i. Full-time employees at two-thirds the employee’s regular rate for the number of hours the employee would otherwise be normally scheduled. The EFMLEA limits this pay entitlement to $200 per day and $10,000 in the aggregate per employee.

ii. Employees who work a part-time or irregular schedule are entitled to be paid based on the average number of hours the employee worked for the six months prior to taking Emergency FMLA. Employees who have worked for less than six months prior to leave are entitled to the employee’s reasonable expectation at hiring of the average number of hours the employee would normally be scheduled to work.

iii. Employees have the option to use any accrued sick or vacation time to cover the one-third of their regular rate during any time beginning the third week of EFMLEA.
c. The city will return the employee to their prior position in accordance with the restoration requirements of the FMLA.
d. The city’s FMLA leave is otherwise unchanged and any EFMLEA leave will count toward the employee’s total twelve (12) weeks of job-protected FMLA leave.

3. Municipal Order No. 10-20 is hereby incorporated into this Executive Order and any leave provided for in that Order for non-emergency responders starting on April 2, 2020 will be incorporated into the Emergency Family and Medical Leave Act leave.

4. Nothing in this Executive Order, will prevent eligible Emergency Responders including Police Officers, 911 Communication Dispatchers, and Firefighters from taking the leave provided for under Municipal Order No. 10-20.

5. With the proper approval in accordance with the City of Henderson’s Declaration of Emergency issued March 16, 2020, the City Manager may implement other temporary employment policies necessitated by the emergency. To the extent any local employment policies conflict with federal and/or state law, federal and/or state law will supersede said local policies.

All other employee ordinances, policies and rules shall remain in force.

This order will terminate at the expiration of the Families First Coronavirus Relief Act, currently set for December 31, 2020.

This Executive Order is made pursuant to City of Henderson Executive Order No. 01-20, State of Emergency, and KRS 39A.100(2), and KRS 39B.070.

Signed this 24th day of March 2020.

Steve Austin, Mayor
City of Henderson

ATTEST:

Maree Collins, CKMC
City Clerk