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, Kentucky Opinion of the Attorney General 20-05, and SB 150 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 28, 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 / 971 5900 8738) or https://zoom.us/i/97159008738; will be broadcast on cable Spectrum Channel 200; and live streamed on the city’s website: https://www.cityofhendersonky.org/CivicMedia. The purpose of this called meeting is for the following:

AGENDA

1. Roll Call:

2. Consent Agenda:
   Ministe: March 10, 2020, Public Hearing

   Resolutions & Municipal Orders:
   Resolution Authorizing Submittal of a Land and Water Conservation Fund Grant Application, and Acceptance if Awarded, for the Acquisition of Real Property to be Used for Henderson Sports Complex

   Municipal Order Extinguishing Old Deed of Easement and Accepting Deed of Easement Between Henderson Water & Sewer and First Christian Church

   Municipal Order Awarding Bid for Purchase of The Gathering Place Restroom Improvement Project

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

   Bids & Contracts: Municipal Order Awarding Bid for Purchase of a 2019 Ford 350 Type I, Medic 1 Ambulance for the Ambulance Service from Mid-America Ambulance
3. City Manager’s Report:

4. Commissioner’s Reports:

5. Miscellaneous: COVID-19 Issues and Update

6. Adjournment:

7. Other Items Executed in April 2020:

   **Executive Orders:**
   Executive Order No. 03A-20 Providing for Administrative Leave for City of Henderson Employees During Kentucky State of Emergency for COVID-19 (Extended through May 3, 2020)

   Respectfully,

   ___________________________
   Steve Austin, Mayor

   A copy of the foregoing notice received and service thereof waived this 28th day of April, 2020.

   ___________________________
   Commissioner Patti Bugg

   ___________________________
   Commissioner X R. Royster, III

   ___________________________
   Commissioner Bradley S. Staton

   ___________________________
   Commissioner Austin P. Vowels

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

**Minutes:** March 10, 2020, Public Hearing

**Resolutions & Municipal Orders:**

Resolution of the City of Henderson Relating to the Submittal of Grant Application and Acceptance if Awarded to the Department for Local Government Under Land & Water Conservation Fund in the Amount of $250,000.00

Municipal Order Authorizing the Execution of a Deed of Easement Between the Water and Sewer Commission of the City of Henderson D/B/A Henderson Water utility (HWU) a Division of the City of Henderson and First Christian Church (Disciples of Christ) of Henderson, Kentucky, Inc., and Authorizing Mayor to Execute Deed of Easement on Behalf of the City of Henderson

Municipal Order Awarding Bid for Improvements of Two Sets of Men’s and Women’s Restrooms at the Gathering Place to Q&S Enterprises, LLC, of Sebree, Kentucky in the Amount of $103,240.00, Plus the Add Alternate #1 Price of $2,225.00 for a Total Amount of $105,465.00
A special called public hearing of the Board of Commissioners of the City of Henderson, Kentucky, was held on Tuesday, March 10, 2020, at 3:45 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. Sean McKinney, Deputy 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; Ms. Doris Mallory, Legal Secretary; Mrs. Donna Coomes, Administrative Secretary; Mr. Doug Boom, Engineer; Mr. Tom Williams, HWU General Manager; Mr. Todd Bowley, HWU Chief Financial Officer; and

Mr. Douglas White, the Gleaner

PUBLIC HEARING: City of Henderson Sports Complex

MAYOR AUSTIN declared the Public Hearing on the City of Henderson Sports Complex to order at approximately 3:45 p.m. and asked the City Clerk to read into the minutes the Project description.

MAREE COLLINS, City Clerk, read the following into the record:
The purpose of this meeting is to discuss the proposed Land and Water Conservation Fund grant application for the City of Henderson Sports Complex Project Land Acquisition. The estimated cost to acquire the land for the sports complex is $750,000.00. The maximum amount that can be requested from the Land and Water Conservation Fund is $250,000.00 and requires at least a 50/50 match. Therefore, the City of Henderson plans to request $250,000.00 and will fund the remainder of the cost with general funds set aside for this project.

The LWCF program provides federal grant funds to protect important natural areas, acquire land for outdoor recreation and to develop or renovate public outdoor recreation facilities such as campgrounds, picnic areas, sports and playfields, swimming facilities, boating facilities, fishing facilities, trails, natural areas and passive parks.

Should the project receive funding, it is important to stress that all recreational facilities assisted by LWCF assistance must stay in outdoor recreational use for perpetuity. LWCF grants can be applied for again for the next phases of the project but are not guaranteed. The City will be responsible for developing the property for recreational use and must begin making improvements within three years of acquiring the property.

The deadline to submit a 2020 LWCF application is May 29, 2020. Typically, decisions are made towards the end of the year and projects are awarded and begin late spring/early summer of the following year.
DYLAN WARD, Project Manager, presented rough color coded conceptual drawings of the Project indicating the multiple phases for the overall project. Phase 1 includes the rough grade of the entire park area, utilities, entrance roadway to ball diamonds. Phase 2 includes stormwater and roadway extensions. Phase 3 includes the addition of two ball diamonds a quad area and restrooms. Phase 4 is open for future growth and development.

MAYOR AUSTIN asked if there were any questions or if any member of the public or any sports agency present would like to speak for or against the proposed City of Henderson Sports Complex Project. No opposition to the project was voiced.

WITH NO FURTHER COMMENTS OR QUESTIONS, Mayor Austin declared the public hearing adjourned at approximately 3:59 p.m.
City Commission Memorandum
20-65

April 23, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. Newman, Jr., City Manager
SUBJECT: Land & Water Conservation Grant Application-Sport Complex

The accompanying resolution authorizes the submittal of a grant application, and acceptance if awarded, for funding under the Land and Water Conservation Fund (LWCF) to acquire land for the development of an outdoor sports complex in the amount of $250,000.00.

The LWCF provides federal grant funds to protect important natural areas, acquire land for outdoor recreation and to develop or renovate public outdoor recreation facilities such as campgrounds, picnic areas, sports and playfields, swimming facilities, boating facilities, fishing facilities, trails, natural areas and passive parks.

As you are aware the City conducted a public hearing on March 10, 2020 for comments relating to the acquisition of land for a City of Henderson Sports Complex Project. The estimated cost to acquire the land for the sports complex is $750,000.00. The maximum amount that can be requested from the LWCF is $250,000.00 and requires at least a 50/50 match. Therefore, the remainder of the cost will come from general funds that have been set aside for this project. Forty Project Concurrence forms were completed at the public hearing with only one of those against the project.

The deadline to submit an application is May 29, 2020. Your approval of the attached resolution is requested.

c: Trace Stevens
    Robert Gunter
RESOLUTION No. ____________

A RESOLUTION OF THE CITY OF HENDERSON RELATING TO THE SUBMITTAL OF GRANT APPLICATION AND ACCEPTANCE IF AWARDED TO THE DEPARTMENT FOR LOCAL GOVERNMENT UNDER LAND & WATER CONSERVATION FUND IN THE AMOUNT OF $250,000.

WHEREAS, the City of Henderson has determined the need to acquire land for the development of an outdoor sports complex for the benefit and health of local residents; and

WHEREAS, the City of Henderson intends to prepare an application to the Land and Water Conservation Fund to help fund the acquisition of land for the development of the sports complex; and

WHEREAS, the City of Henderson will make an application to the Land and Water Conservation Fund on a 50/50 basis, with matching general funds, force account labor and materials, and/or other in-kind resources; and

WHEREAS, the City has $750,000.00 in its General Fund earmarked for this project.

NOW THEREFORE BE IT RESOLVED, by the City of Henderson, that the recommendation of the Mayor is approved, and the Mayor is hereby authorized to file a grant application in the amount of $250,000 with the Department for Local Government.

BE IT FURTHER RESOLVED, that in the event a grant is awarded, the City of Henderson understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations, especially Title VI of the Civil Rights Act and Section 504 of the 1973 Rehabilitation Act.

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 23 DAY OF APRIL, 2020.

By:  
Dawn S. Kelsey
City Attorney
April 20, 2020

TO: Mayor Steve Austin and the Board of Commissioners

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

SUBJECT: Deed of Easement, Water and Sewer Commission – First Christian Church

The accompanying municipal order authorizes the execution of a Deed of Easement between the Water and Sewer Commission and First Christian Church.

HWU has recently designed a stormwater project for an area near and occupied by the First Christian Church on South Green Street. The area is currently served by a combination sewer, and the project will provide a separate storm sewer system, taking 9.1 acres off the combined sewer system and removing the potential for yards in that area to flood with combined sewage. The church and homeowners in the area have been very cooperative and have signed easement dedications.

Investigation during the design uncovered a 1980's-era project that solved an ongoing flooding problem by rerouting the 36” Ragan Street sewer around the front of the church. Extinguishing easements for the line around the church and for the line under the building have been included in this new project.

The Water and Sewer Commission accepted this easement at its meeting on April 20, 2020. Your approval of the attached municipal order accepting this easement and authorizing the Mayor to sign on the City’s behalf is requested.

c: Dawn Kelsey
   Tom Williams
Date: 21 April 2020

Memo To: Mayor Steve Austin
       Henderson City Commissioners

From: Tom Williams, P.E.
      HWU General Manager

Subject: First Christian Church Easements

HWU has designed a stormwater project for the area bounded by South Green Street, Chestnut Street, Alves Street and Norris Lane, roughly the block occupied by First Christian Church and several adjacent homes. The area is currently served by a combination sewer, and the project will provide a separate storm sewer system, taking 9.1 acres off the combined sewer system and removing the potential for yards in that area to flood with combined sewage.

Homeowners in the area and the church have been most cooperative, and we had a plat of the entire area prepared to expedite the dedication of easements. All the property owners have signed easement dedications, including the last one for the Church, attached. Investigation during design uncovered a 1980's-era project that solved an ongoing flooding problem by rerouting the 36" Ragan Street sewer around the front of the church, installation of berms and a driveway to act as an overflow channel, and construction of a private pump station that keeps the church basement from flooding. The last step of that project should have been dedication of easements for the line around the church, and extinguishment of the easement for the line under the building, but those steps were not carried out according to our research. The attached deed of easement rectifies this situation. Since this involves extinguishment of a very old easement in the City's name, we thought it best to have formal Commission action on the record.

The Water and Sewer Commission authorized acceptance of this document at our special meeting on 20 April 2020. With your agreement in this plan and authorization of the Mayor and Clerk to sign the deed on your behalf, HWU will record the document and proceed with the project.

In the meantime, if you have any questions or need further information on this or any other subject, please feel free to call me at 270.826.2421 (Office) or 270.823.2573 (Cell).

Cc: Wm. L. (Buzzy) Newman, Jr., City Manager
    Eric Shappell, HWU Attorney
    Dawn Kelsey, City Attorney
MUNICIPAL ORDER

MUNICIPAL ORDER AUTHORIZING DEED OF EASEMENT BETWEEN HENDERSON WATER AND SEWER COMMISSION OF THE CITY OF HENDERSON D/B/A HENDERSON WATER UTILITY (HWU) A DIVISION OF THE CITY OF HENDERSON AND FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF HENDERSON, KENTUCKY, INC., AND AUTHORIZING MAYOR TO EXECUTE DEED OF EASEMENT ON BEHALF OF THE CITY OF HENDERSON

WHEREAS, Henderson Water Utility (HWU) has designed a stormwater project for the area bounded by South Green Street, Chestnut Street, Alves Street and Norris Lane, roughly the block occupied by First Christian Church (Disciples of Christ) of Henderson, Kentucky, Inc., and several adjacent homes; and

WHEREAS, the Water and Sewer Commission authorized acceptance of the Deed of Easement at its special meeting on April 20, 2020; and

WHEREAS, First Christian Church has been executed the attached Deed of Easement (marked Exhibit “A”), and the plat (marked Exhibit “A-1”), and the City Manager recommends authorizing the Deed of Easement.

NOW, THEREFORE, BE IT ORDERED that the Deed of Easement between the Henderson Water and Sewer Commission of the City of Henderson d/b/a Henderson Water Utility (HWU) a division of the City of Henderson and First Christian Church (Disciples of Christ) of Henderson, Kentucky, Inc. is hereby approved, and the Mayor is authorized to execute the Deed on behalf of the City of Henderson.

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:

Steve Austin, Mayor
Date: ______________________

Maree Collins, CKMC, City Clerk
APPROVED AS TO FORM AND LEGALITY THIS 23 DAY OF APRIL, 2020.

By: ________________________
    Dawn S. Kelsey
    City Attorney
DEED OF EASEMENT

This Deed, between the FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF HENDERSON, KENTUCKY, INC., 830 South Green Street, Henderson, Kentucky 42420, GRANTORS, and the CITY OF HENDERSON, KY, 222 First Street, Henderson, KY 42420, for the use and benefit of the WATER AND SEWER COMMISSION OF THE CITY OF HENDERSON, KENTUCKY, DBA Henderson Water Utility (HWU), 111 Fifth Street, Henderson, KY 42420, GRANTEE;

WITNESS: That for and in consideration of the sum of $1.00, cash in hand paid by the Grantee to the Grantors, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the extinguishment of an existing easement as detailed below, the Grantors do hereby grant, sell and convey unto the Grantee, and its successors or assigns the following described Permanent Easements, located in Henderson County, Kentucky and more particularly described as follows:

Storm Sewer and Drainage Easement

A certain easement located on South Green Street in Henderson, Kentucky and being more specifically described as follows:

A parcel of land, triangular in shape and adjacent to Grantor's south property corner, shown as "Proposed Storm Sewer and Drainage Esmt." on a plat recorded in Plat Book 10 at Page 367 in the office of the Henderson County Clerk. This easement is being granted to allow construction of a proposed 18" storm sewer and associated manholes, inlets and drainageways. This easement contains 1,253 square feet, more or less.

A proposed "Temporary Grading Easement" is also granted, adjacent to and generally north of, the proposed Storm Sewer and Drainage Easement detailed above, as shown on the plat reference above, recorded in Plat Book 10 at Page 367. This temporary easement contains 1,748 square feet, more or less.

Sanitary Sewer Easement

A certain easement located on South Green Street in Henderson, Kentucky and being more specifically described as follows:

A strip of land, twelve feet (12') in width, parallel to and six feet (6') each side of an
existing sanitary sewer, shown as “Proposed Sanitary Sewer Esmt.” on plats recorded in Plat Book 10 at Pages 367 and 368 in the office of the Henderson County Clerk. This easement is being granted to allow maintenance of existing 15” and 36” sanitary sewer and associated manholes. This easement contains 7,931 square feet, more or less.

Sanitary Sewer Easement Extinguishment

A portion of an existing easement of uncertain width for an abandoned-in-place section of the 36” sanitary sewer, originally granted by deed recorded in Deed Book 88 at Page 118 in the office of the Henderson County Clerk, is hereby extinguished, being that easement denoted “Existing Easement Proposed to be Extinguished”, as shown on a plat recorded in Plat Book 10 at Page 368, in the office of the Henderson County Clerk.

These easement descriptions are not intended to be a boundary survey and are taken from the survey performed for project design.

The above described permanent easements are a part of the Grantor’s property located at 830 South Green Street, PVA Parcel 2-2-3-3, being the property conveyed to First Christian Church (Disciples of Christ) of Henderson, Kentucky, Inc., by deed dated 21 January 2020, and recorded in Deed Book 642 at Page 373 in the office of the Henderson County Clerk.

1. It is the specific intention of the Grantors to convey an exclusive permanent storm sewer and drainage easement across the above described Parcel for the purpose of installation, maintenance, repair and replacement of an 18” storm sewer pipe and appurtenances, including access to the easement across Grantors remaining property for the purposes of construction and maintenance of the storm sewer.

2. It is the specific intention of the Grantors to convey an exclusive permanent sanitary sewer easement across the above described Parcel for the purpose of maintenance, repair and replacement of existing 15” and 36” sanitary sewer pipes and appurtenances, including access to the easement across Grantors remaining property for the purposes of maintenance of the existing sanitary sewer.

3. Grantors covenant that Grantors are lawfully seized and possessed of the property described above.

4. Grantors shall have the right to use the surface of the land burdened by this easement for any purpose, so long as Grantor’s use does not interfere with the easement conveyed and provided further that no building or other permanent structure shall be erected upon, across, over or through said easement by the Grantors without written consent of HWU.

5. In conjunction with the performance of any work on the premises authorized by this easement, HWU will instruct its employees, agents, and contractors to use reasonable care to avoid damage to Grantors’ property. At the conclusion of the work performed by HWU or its employees or the work of agents or contractors, HWU will cause all surplus dirt, debris and other such materials which were placed upon Grantors’ property to be removed and Grantors’ property to be restored in substantially as good a condition as when the work upon Grantors’ property began.

6. All utility lines, attachments, equipment, accessories, and appurtenant structures to be placed in and on the easement shall remain the property of HWU.
7. HWU and its employees, contractors, agents, or assigns shall give Grantor 24 hours’ notice before performing any operation to construct and maintain, operate, inspect, that would hinder access to Grantor’s facilities. Grantee shall give notice within (5) five working days to Grantor before performing construction, to relocate, reconstruct, extend, or add to the public utilities authorized by this easement that would hinder access to Grantor’s facilities. Grantee shall, in an emergency situation, give such notice to Grantor as is reasonably practicable under the circumstances.

8. Any damages resulting to the Grantors’ remaining property from such access and use by HWU employees, contractors, agents, or assigns shall be repaired by HWU at HWU’s cost and expense.

9. Grantors hereby acknowledges that the grant of this easement by Grantors and receipt of the same by HWU does not constitute an express or implied release or waiver by HWU of the rights of HWU or the City of Henderson to subject Grantors and Grantors’ property to public utility rates, rentals and other charges including special assessments as may be authorized by law and applicable to public utility users and property in general.

10. The Temporary Grading Easement referenced above shall cease to exist twelve (12) months after completion of work on the storm sewer facilities outlined in paragraph one, above, to allow the project contractor to perform warranty work at the end of a one year warranty period.

TO HAVE AND TO HOLD the said easement and appurtenant rights unto the Grantee, its successors and assigns, with covenant of General Warranty.

IN TESTIMONY WHEREOF the Grantors have executed this Deed of Easement on the ____ day of ________________, 2020.

GRANTOR(S): FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF HENDERSON, KENTUCKY, INC.

__________________________
Barbara Sprague, Chairperson of the Board

STATE OF KENTUCKY
COUNTY OF HENDERSON...SCT.

I, the undersigned, certify that the foregoing Deed of Conveyance was produced before me in the aforesaid County and State and duly acknowledged and sworn to by Barbara Sprague, Chairperson of the Board, on behalf of First Christian Church (Disciples of Christ) of Henderson, Kentucky, Inc., this the ___ day of ________________, 2020.

__________________________
Notary Public
My Commission Expires: _______________________
Notary ID: _______________________

3
GRANTEE:  
CITY OF HENDERSON, KENTUCKY

By: ____________________________  
   Steve Austin, Mayor

ATTEST:

By: ____________________________  
   Maree Collins, City Clerk

STATE OF KENTUCKY  
COUNTY OF HENDERSON

I, the undersigned, certify that the foregoing Deed of Easement was signed and acknowledged before me, a Notary Public, by Steve Austin and Maree Collins, known to me to be the Mayor and City Clerk, respectively, of the City of Henderson, Kentucky, a municipal corporation, this ______ day of ____________, 2020.

______________________________
Notary Public
My Commission Expires: ________________________
Notary ID: ________________________
GRANTEE:
WATER AND SEWER COMMISSION OF THE
CITY OF HENDERSON, KENTUCKY

By: ________________________________
    R. Paul Bird, Jr., Chairman

ATTEST:

By: ________________________________
    George Jones, III, Secretary

STATE OF KENTUCKY
COUNTY OF HENDERSON

I, the undersigned, certify that the foregoing Deed of Easement was signed and
acknowledged before me, a Notary Public, by R. Paul Bird, Jr., and George Jones, III, known to
me to be the Chairman and Secretary, respectively, of the Water and Sewer Commission of the
City of Henderson, Kentucky, this ______ day of ____________, 2020.

_______________________________
Notary Public
My Commission Expires: _______________
Notary ID: _______________________

THIS INSTRUMENT WAS PREPARED BY:

______________________________
Tom Williams, P.E.
Henderson Water Utility
111 5th Street
Henderson, KY 42420
NOTE:
1) THE BOUNDARY INFORMATION SHOWN HEREON IS FROM A SURVEY PERFORMED BY P.L.S. DATED 5-8-17.
2) NO WARRANTY OR CERTIFICATION IS BEING MADE BY THE SURVEYOR TO THE EXISTENCE OR ABSENCE OF ANY EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY.
3) THIS IS NOT A BOUNDARY SURVEY AND DOES NOT COMPLY WITH 201 KAR 18:150.

TOTAL AREA OF PROPOSED SANITARY SEWER ESM'T. = 14141 SQ.FT.
TOTAL AREA OF PROPOSED STORM SEWER & DRAINAGE ESM'T. = 8697 SQ.FT.

SURVEYOR'S CERTIFICATION
I hereby certify that the exhibit shown hereon is true and correct to the best of my knowledge according to the information available to me.

DATING:
HENDERSON WATER UTILITY

LEGEND
PROPERTY LINE
PROPOSED TEMPORARY GRADING ESM'T.
PROPOSED UTILITY OR DRAINAGE ESM'T.
EXISTING SANITARY SEWER
FOUND MONUMENT
MEANDER POINT (NO MON. SET)

PROPOSED SANITARY SEWER ESM'T.
12' WIDE (6' EACH SIDE)

PROPOSED SANITARY SEWER ESM'T.

PROPOSED TEMP. GRADING ESM'T.

PROPOSED TEMP. GRADING ESM'T.

PROPOSED TEMP. GRADING ESM'T.

PROPOSED TEMP. GRADING ESM'T.

TOTAL AREA OF PROPOSED SANITARY SEWER ESM'T. = 14141 SQ.FT.
TOTAL AREA OF PROPOSED STORM SEWER & DRAINAGE ESM'T. = 8697 SQ.FT.

LEGEND
PROPERTY LINE
PROPOSED TEMPORARY GRADING ESM'T.
PROPOSED UTILITY OR DRAINAGE ESM'T.
EXISTING SANITARY SEWER
FOUND MONUMENT
MEANDER POINT (NO MON. SET)

S. GREEN ST.
CHESTNUT ST.

EASEMENT EXHIBIT PLAT
PROPOSED SANITARY SEWER, STORM SEWER, DRAINAGE & TEMPORARY GRADING EASEMENTS
HENDEESON, KENTUCKY

SOUTH 200 FT.

Branson Surveys, inc.
320 SECOND ST., HENDERSON, KY 42420
270-827-5447

Exhibit "A-1"
TOTAL AREA or PROPOSED SANITARY SEWER ESMT. = 14141 SQ.FT.
TOTAL AREA or PROPOSED STORM SEWER & DRAINAGE ESMT. = 8697 SQ.FT.

1) THE BOUNDARY INFORMATION SHOWN HEREON IS FROM A SURVEY PERFORMED BY P.L.S. #2532 DATED 5-8-17.

EASEMENT EXHIBIT PLAT

Proposed Sanitary Sewer, Storm Sewer, Drainage & Temporary Grading Easements
Henderson, Kentucky

Branson Surveys, Inc.
330 Second St., Henderson, KY 42420
270-827-8900

NOTE:
1) THE BOUNDARY INFORMATION SHOWN HEREON IS FROM A SURVEY PERFORMED BY P.L.S. #2532 DATED 5-8-17.
2) NO WARRANTY OR CERTIFICATION IS GIVEN HEREON BUT THE SURVEYOR TO THE ACCURACY OF THE INFORMATION SHOWN.
3) THE EXISTENCE OF ANY EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY.
4) THE BOUNDARY INFORMATION SHOWN HEREON IS FROM A SURVEY PERFORMED BY P.L.S. #2532 DATED 5-8-17.

EASEMENT EXHIBIT PLAT

Proposed Sanitary Sewer, Storm Sewer, Drainage & Temporary Grading Easements
Henderson, Kentucky

Branson Surveys, Inc.
330 Second St., Henderson, KY 42420
270-827-8900

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3) THE EXISTENCE OF ANY EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY.
4) THE BOUNDARY INFORMATION SHOWN HEREON IS FROM A SURVEY PERFORMED BY P.L.S. #2532 DATED 5-8-17.
City Commission Memorandum
20-67

April 23, 2020

TO: Mayor Steve Austin and the Board of Commissioners
FROM: William L. “Buzzy” Newman, Jr., City Manager
SUBJECT: The Gathering Place Restrooms Improvement Project

The accompanying municipal order awards the bid for construction of ADA accessibility restroom improvements at the Gathering Place to Q&S Enterprises, LLC of Sebree, Kentucky.

The proposed project includes improvements to two sets of men’s and women’s restrooms, one set upstairs and one set downstairs, at the Gathering Place to allow for ADA accessibility per the architect’s design. In addition, two Add Alternates were included. The first: Add Alternate #1 provides the installation of an alcove between the two existing restroom doors on the first floor for a clothes washer in order to remove it from its current location in the kitchen area. Add Alternate #2 provides the connection of an existing generator on the exterior of the building to the existing building to serve as back-up power.

Bid packages were sent to nine vendors. Four bids were received and opened on April 22, 2020. The low bid of $103,240.00 plus $2,225.00 for Add Alternative #1 totaling $105,465.00 meets all specifications and is recommended accordingly. No bids were received for Add Alternative #2.

A total of $105,000.00 has been budgeted for this project from Community Development Block Grant funds, the City, the County and Henderson County Senior Citizen, Inc., d.b.a. The Gathering Place.

Dylan Ward, Project Manager will be present to answer any questions you may have. Your approval of the attached municipal order is requested.

c: Dylan Ward
   Robert Gunter
   Dawn Winn
   Tammy Willett
TO: William L. "Buzzy" Newman, Jr., City Manager
FROM: Dylan Ward, Project Manager
SUBJECT: Bid Reference 20-13, Improvement of the Gathering Place Restrooms to Allow ADA Accessibility

Bids were opened on April 22, 2020 for Improvement of the Gathering Place Restrooms to Allow ADA Accessibility. The bids opened were as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid Price</th>
<th>Add Alternate #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q&amp;S Enterprises, LLC</td>
<td>$103,240.00</td>
<td>$2,225.00</td>
</tr>
<tr>
<td>Danco Construction, Inc.</td>
<td>$108,760.00</td>
<td>$4,750.00</td>
</tr>
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<td>ARC Construction Co., Inc.</td>
<td>$128,000.00</td>
<td>$7,600.00</td>
</tr>
<tr>
<td>Allied Contracting Group</td>
<td>$134,384.00</td>
<td>$2,610.00</td>
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</tbody>
</table>

This bid is for the improvement of two sets of men's and women's restrooms at the Gathering Place (one set upstairs and one set downstairs) to allow for ADA accessibility. The base bid price includes all work required to bring both sets of restrooms into compliance with current ADA standards based on the architect's designs.

In addition to the base bid price, the bid package also included an add alternate price to create an alcove between the two restrooms on the first floor for a washing machine in order to remove it from its current location in the kitchen area. Pricing for Add Alternate #1 is shown in the table above.

Per the bid package the successful bidder shall have fifty (50) total calendar days for construction. Currently, the Gathering Place is closed due to the COVID-19 pandemic. However, should the Gathering Place re-open before construction is complete, the City of Henderson will provide temporary restroom facilities until the first set of restrooms are finished and re-opened for public use.

A total of $105,000.00 has been budgeted for this project with $15,000.00 being contributed by each of the following: The City of Henderson, Henderson County, and The Gathering Place, with another $60,000.00 coming from Community Development and Block Grant (CDBG) funds.

Therefore, I recommend that Bid Reference 20-13, Improvement of the Gathering Place Restrooms to Allow ADA Accessibility be awarded to Q&S Enterprises LLC, P.O. Box 512, Sebree, KY 42455 in the total amount of $105,465.00, which includes the base bid price of $103,240.00 plus the Add Alternate #1 price of $2,225.00.
CITY OF HENDERSON, KENTUCKY
BID TABULATION SHEET

BID REFERENCE NO.: 20-13
DATE BID OPENED: 04/22/20
APPROVAL DATE: 
ACCEPTANCE FORM SENT: 

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Lump Sum Price</th>
<th>Add Alternate #1</th>
<th>Add Alternate #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q &amp; S Enterprises, LLC Sabree, KY</td>
<td>$103,240.00</td>
<td>$2,225.00</td>
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</tr>
<tr>
<td>Danco Construction, Inc Evansville, IN</td>
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Lump Sum Price for Improvement of The Gathering Place Restrooms to Allow ADA Accessibility

Add Alternate #1
- $2,225.00
- $4,750.00
- $7,600.00
- $2,610.00

Add Alternate #2

Other Bidders Contacted: AVP, Inc; Deig Bros Lumber & Construction; Empire Constructors; M Bowling, Inc; Rivertown Construction, LLC

Bids Opened & Recorded By: Robert Gunter
Leigh Anne Herron

Bids Reviewed By: Buzzy Newman
Dylan Ward
City of Henderson, Kentucky
Invitation to Bid
Bid Reference No. 20-13

SPECIAL CONDITIONS

This project will be funded partially with funds from U.S. Department of Housing and Urban Development (HUD) / Community Development Block Grant (CDBG). This may require special reporting requirements for the contractor.

Davis Bacon and Other Federal Regulations: Due to the funding for this project, Davis Bacon prevailing wages shall be paid for all work performed. A job board for wage posting is to be furnished and erected by the contractor. The contractor will also be required to post the whistleblower notice which is attached herein. Also, federal contract provisions must be followed by the contractor. The applicable wage rates and federal contract provisions are enclosed and incorporated herein by reference.

Nondiscrimination:

Civil Rights Act of 1964
In the accordance with the provisions of Title VI of the Civil Rights of 1964 and the regulations of the Federal Department of Transportation (49 CFR, part 21) issued pursuant to such Act, all bidders are hereby notified that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, disability, gender and age.

Americans with Disabilities Act
In accordance with the provisions of The Americans with Disabilities Act of 1990 (ADA), which specifically prohibits discrimination against persons with disabilities, all bidders are hereby notified that the contract entered into pursuant to this advertisement shall include a clause that specifically requires compliance with the ADA and prohibits discrimination against persons with disabilities. The ADA further requires that all new construction, reconstruction, and alterations to existing pedestrian facilities be constructed in accordance with Federal Accessibility Standards.

Schedule: Once the successful bidder has been issued a Notice of Bid Award, the successful bidder shall have ten (10) calendar days to execute the Agreement and to furnish the City with a copy of all bonds and insurance certificates required. Once all forms have been received, the City will issue a Notice to Proceed. At the end of the ten (10) calendar days following the Notice of Bid Award, the construction clock shall begin. The successful bidder will have thirty-five (35) calendar days to get both downstairs restrooms renovated and open for public use. The successful bidder will then have an additional fifteen (15) calendar days to complete both of the upstairs restrooms, thus reaching substantial completion. Therefore, the successful bidder shall have fifty (50) total calendar days for construction.
SPECIAL CONDITIONS

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Anticipated Schedule:

- Wednesday, April 22, 2020 – Bid Opening
- Tuesday, April 28, 2020 – Commission Approval of Bid Award
- Wednesday, April 29, 2020 – Notice of Bid Award
- Thursday, April 30, 2020 – Saturday, May 9, 2020 Gather Documents
- Monday, May 11, 2020 – Date of Notice to Proceed & Construction Start Date
- Monday, June 15, 2020 – Downstairs Restrooms Open for Public Use
- Monday, June 29, 2020 – Substantial Completion

Liquidated Damages: The City will provide portable restrooms that are only to be used by patrons of The Gathering Place while the restrooms are out of commission. Neither the successful bidder, nor any of its employees, subcontractors, etc., are to use these restrooms. Instead, the successful bidder must provide separate restroom facilities for its own workers throughout construction. Should the successful bidder fail to open the lower set of restrooms within thirty (35) calendar days of their closing, there will be a penalty of $100.00 per calendar day as liquidated damages which shall be deducted from the amount owed to the successful bidder in order to cover the rental cost of the portable restrooms beyond the allotted thirty (30) calendar day period. A $100.00 penalty per calendar day will also be assessed for any calendar day beyond the fifty (50) total calendar days allocated for construction for which it takes the successful bidder to reach substantial completion.

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

Performance and Payment Bonds: The successful bidder must furnish, within ten (10) days of Notice of Bid Award, a performance bond equal to 100% of the contract price, as well as a payment bond equal to 100% of the contract price. Failure to supply the required bonds as specified will result in forfeiture of the bid bond. Failure to comply with the provisions of the plans and specifications will result in forfeiture of the performance bond. All bonds must be in a form acceptable to the City of Henderson and shall be issued by a company satisfactory to the City and authorized to do business in the Commonwealth of Kentucky. The performance bond shall be held for a one-year guarantee period, at which time, it will be released if no defaults are found. The payment bond will be released as soon as the contractor has certified to the City that all material and labor used on the project have been paid for.

All bids shall remain in effect for ninety (90) days from date of opening.
The City’s sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax-exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

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

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

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

   Property Damage: $1,000,000 each occurrence

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

   $1,000,000 combined single limit

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

D. Builders Risk

The Insurance shall:

(a) include the interests of the Owner, Contractor, Subcontractor, Engineer, Engineer’s Consultants and any other individuals, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

(b) be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lighting, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris, removal, demolition occasioned by enforcement of Laws and Regulations, water damage and such perils or causes of loss.
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.

Payment and Retainage: Upon execution of the agreement, the contractor shall submit a Schedule of Values for the Architect/Engineer and City approval.

Contractor shall submit monthly pay requests to the Architect/Engineer by no later than the 25th of the month. Upon approval by the Architect/Engineer, the City will process the pay request for payment by the 5th of the following month. Late pay requests will result in delayed payment until the 20th of the following month.

Payment will be made as follows: Upon receipt of an itemized invoice and certified payroll sheets for the completed work, the work will be inspected, and all paperwork will be validated by the Architect/Engineer and/or Project Manager. The invoice will then be paid.

Ten percent (10%) will be held on each pay request. Upon substantial completion of the work, one-half (1/2) of current retainage will be released. Upon final close-out, the balance of retainage will be released.

As-Built Drawings: Before final payment will be made a complete set of "as-built" drawings must be provided by the contractor to the City.

Bids:

(a) Lump sum bid proposal. Bid form may require add/delete alternatives and unit price.

(b) Bidder shall provide one (1) original bid document plus three (3) copies.
Other Requirements:

Late Bids, Modifications of Bids or Withdrawal of Bids:

(a) Any bid or modification to a bid received at the City of Henderson Finance Office designated in the solicitation after the exact time specified in the bid opening will not be considered and will be returned to the bidder unopened.

(b) A bid may be modified or withdrawn in person by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the modification or withdrawal is made prior to the exact time set for opening of bids.

Bidder Qualifications:

In order to be eligible for award, bidders must be responsive and responsible.

(a) Responsive offers are those complying in all material aspects of the solicitation, both as to methods and timeliness of submission and as to the substance of the resulting contract. Bids or proposals which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

(b) Responsible bidders are those prospective contractors who, at a minimum, must:

(1) Have adequate financial resources, as required during performance of the contract.

(2) Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.

(3) Have a satisfactory record of past performance.

(4) Have the necessary technical capability to perform.

(5) Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

(6) Provide evidence satisfactory to the City of Henderson that the bidder will comply with the DBE requirements.
SPECIAL CONDITIONS

Page 6

(7) Certify that they are not on the U.S. Comptroller General’s list of ineligible contractors.

(c) All prospective bidders may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible contractor. Refusal to provide requested information may cause rejection of the bid.

Single Bid Response:
If only one (1) bid is received in response to the Invitation to Bid, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

The successful bidder will be expected to execute a contract with the City of Henderson covering this project.

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

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

Any permits, fees, or bonds required for this project are considered incidental to the work required for this project and no direct payment will be made for same.

Bidders are required to sign the certifications regarding Lobbying and Debarment, Suspension and Other Responsibilities.

Mandatory Pre-Bid Meeting: All potential bidders are required to attend a mandatory pre-bid meeting on Monday, April 13, 2020 at 10:00 A.M., at the project site at 1817 North Elm Street, Henderson KY.

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

Pre-Construction Meeting: A pre-construction meeting will be scheduled with the successful contractor at a time to be determined between the City of Henderson and the low bid contractor prior to beginning any construction activities. The pre-construction meeting will address any questions the contractor may have about the project.
Alternates:

- **Add Alternate #1** – The contractor shall provide a price to furnish and install all of the proper hot and cold water connections, drain lines, and electrical outlets required to connect a clothes washer at a location between the two existing restroom doors on the first floor of The Gathering Place. Additional details will be provided at the pre-bid meeting and in a future addendum for Add Alternate #1.

- **Add Alternate #2** – The contractor shall provide a price to connect an existing generator on the exterior of the building to the existing building to serve as back-up power. The generator shall be operated using a manual transfer switch. Additional details will be provided at the pre-bid meeting and in a future addendum for Add Alternate #2.

**Operating Hours:** The normal weekday operating hours of the Gathering Place are from 8:00 A.M. to 5:00 P.M. Arrangements may be made in advance to gain access to the building outside of these hours with reasonable notice. Staff is typically on-site by 7:00 A.M. each weekday. There are also miscellaneous events on weeknights and a standing event on Saturdays from 6:00 P.M. to 9:00 P.M. However, these hours may be affected by the current COVID-19 pandemic.

**Building Access:** The contractor is to use the northern entrance on the first floor to access the building. The contractor-furnished restrooms for its workers should be placed outside of this door. The dumpster should also be placed outside of this door on the concrete pad. All construction debris should be taken out through this door unless otherwise approved by the City.

**Elevator Access:** The contractor may use the elevator to haul debris materials from the second-floor restroom to the dumpster that will be located outside the back door on the first floor, provided that the contractor does not exceed the weight capacity listed inside the elevator. The contractor is responsible for padding/protecting the elevator walls and floors.

**Disposal Material:** All demolition debris is the property/responsibility of the contractor. The contractor may haul all CD&D material to the City’s landfill, where they can dispose of CD&D material only, and the gate fee will be waived. Loads with household garbage will be rejected.

**Asbestos:** Should the contractor encounter any asbestos or other contaminated material in the facility, the contractor is to cease work immediately and notify the City.

**Building Repairs:** Should any damage occur to the existing building or any of its components during the project by the contractor or by one of its subcontractors, they will be responsible for repairing the damage.
SPECIAL CONDITIONS
Page 8

Cleaning Work Areas:

The contractor is required to provide a plastic barrier in the areas denoted with a red line in Exhibit A and in all other areas where it will be necessary to prevent dust and construction debris from leaving the work area. During activities such as sawcutting, it is recommended that additional plastic is added closer to the restrooms to keep the dust from spreading as far.

To the extent possible, workers should maintain foot traffic within the work area designated in Exhibit A with the red lines to keep from tracking dust into other areas. This work area, as well as the first-floor kitchen area, will be closed to the public for the duration of the project.

The contractor is responsible for placing a protective covering (cardboard, etc.) over the existing floors in the work areas as needed to prevent any damage to the existing floors. Any damage done to the existing floors will be the contractor’s responsibility to replace.

The contractor is required to do a final clean-up of all areas affected during construction. This includes wiping down walls, mopping floors, and any other work that might be required to clean those portions of the building that are dirty as a result of demolition and/or construction.

Plans & Questions:

Plans may be picked up in the Office of the Director of Finance, 222 First Street, Henderson, Kentucky, 42420 with at least two business days’ notice.

All technical questions about the drawings, specifications and plans shall be addressed to the attention of Mr. Tim Skinner, Architect, Skinner Design Associates, at tskinner@sda-architecture.com or 270-826-8476. Any questions about the City’s bid procedures or requirements shall be directed to Mrs. Dawn Winn, Assistant Finance Director, at 270-831-1290, ext. 2220.

Any other questions about the intent of these specifications or a visit to the project site shall be directed to Dylan Ward, P.E., Project Manager, at dhward@cityofhendersonky.org or 270-854-2060.

End of Section –
SECOND FLOOR

RESTROOMS FOR PATRONS
(CITY PROVIDED)

CONTRACTOR ENTRANCE,
CONTRACTOR RESTROOMS,
& DUMPSTER

FIRST FLOOR

R.R.

R.R.
PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Steel toilet compartments configured as toilet enclosures and urinal screens.

1.2 ACTION SUBMITTALS
A. Product Data: For each type of product indicated.
B. Shop Drawings: For toilet compartments. Include plans, elevations, sections, details, and attachments to other work.
C. Samples for each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS
A. Product certificates.

1.4 CLOSEOUT SUBMITTALS
A. Maintenance data.

1.5 QUALITY ASSURANCE
A. Regulatory Requirements: Comply with applicable provisions in [the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities" and ICC/ANSI A117.1 for toilet compartments designated as accessible.]

PART 2 - PRODUCTS

2.1 MATERIALS
A. Steel Sheet: Commercial steel sheet for exposed applications; mill phosphatized and selected for smoothness.
   1. Electrolytically Zinc Coated: ASTM A 879/A 879M, 01Z (03G).
B. Zamac: ASTM B 86, commercial zinc-alloy die castings.

C. Particleboard: ANSI A208.1, Grade M-2 with 45-lb (20.4-kg) density, made with binder containing no urea formaldehyde.

2.2 STEEL UNITS

A. Manufacturers: Subject to compliance with requirements provide products by one of the following:

1. Accurate Partitions Corporation.
2. Bradley Corporation; Mills Partitions.
4. Global Steel Products Corp.
5. Hadrian Manufacturing Inc.
7. Sanymetal; a Crane Plumbing company.

B. Toilet-Enclosure Style: Overhead braced.

C. Urinal-Screen Style: Wall hung, flat panel.

D. Door, Panel, and Pilaster Construction: Seamless, metal facing sheets pressure laminated to core material; with continuous, interlocking molding strip or lapped-and-formed edge closures; corners secured by welding or clips and exposed welds ground smooth. Exposed surfaces shall be free of pitting, seam marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections.

1. Core Material: Manufacturer's standard sound-deadening honeycomb of resin-impregnated kraft paper in thickness required to provide finished thickness of 1 inch (25 mm) for doors and panels and 1-1/4 inches (32 mm) for pilasters.
2. Grab-Bar Reinforcement: Provide concealed internal reinforcement for grab bars mounted on units.
3. Tapping Reinforcement: Provide concealed reinforcement for tapping (threading) at locations where machine screws are used for attaching items to units.

E. Urinal-Screen Construction:

1. Flat-Panel Urinal Screen: Matching panel construction.

F. Facing Sheets and Closures: Electrolytically coated or hot-dip galvanized-steel sheet with nominal base-metal (uncoated) thicknesses standard with manufacturer.

G. Pilaster Shoes and Sleeves (Caps): Stainless-steel sheet, not less than 3 inches (76 mm) high, finished to match hardware.
H. Brackets (Fittings):

1. Stirrup Type: Ear or U-brackets; stainless steel.

I. Steel-Sheet Finish: Manufacturer’s standard baked-on finish, with one color in each room.

1. Color: As selected by Architect from manufacturer’s full range.

2.3 ACCESSORIES

A. Hardware and Accessories: Manufacturer’s standard design, heavy-duty operating hardware and accessories.

2. Hinges: Manufacturer’s standard paired, self-closing type that can be adjusted to hold doors open at any angle up to 90 degrees.
3. Latch and Keeper: Manufacturer’s standard recessed latch unit designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
4. Coat Hook: Manufacturer’s standard combination hook and rubber-tipped bumper, sized to prevent in-swinging door from hitting compartment-mounted accessories.
5. Door Bumper: Manufacturer’s standard rubber-tipped bumper at out-swinging doors.
6. Door Pull: Manufacturer’s standard unit at out-swinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible.

B. Overhead Bracing: Manufacturer’s standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer’s standard finish.

C. Anchorages and Fasteners: Manufacturer’s standard exposed fasteners of stainless steel or chrome-plated steel or brass, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel.

2.4 FABRICATION

A. Overhead-Braced Units: Provide manufacturer’s standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

B. Door Size and Swings: Unless otherwise indicated, provide 24-inch- (610-mm-) wide, in-swinging doors for standard toilet compartments and 36-inch- (914-mm-) wide, out-swinging doors with a minimum 32-inch- (813-mm-) wide, clear opening for compartments designated as accessible.
PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.

B. Clearances: Maximum 1/2 inch (13 mm) between pilasters and panels; 1 inch (25 mm) between panels and walls.

C. Stirrup Brackets: Secure panels to walls and to pilasters with no fewer than three brackets attached at midpoint and near top and bottom of panel. Locate wall brackets so holes for wall anchors occur in masonry or tile joints. Align brackets at pilasters with brackets at walls.

3.2 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.
PART 1 - GENERAL

1.1 SUMMARY
   A. Section Includes:
      1. Public-use washroom accessories.

1.2 ACTION SUBMITTALS
   A. Product Data: For each type of product indicated.
   B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.
      1. Identify locations using room designations indicated.
      2. Identify products using designations indicated.

1.3 INFORMATIONAL SUBMITTALS
   A. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS
   A. Maintenance data.

1.5 QUALITY ASSURANCE
   A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.6 WARRANTY
   A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage defects and that fail in materials or workmanship within specified warranty period.
      1. Warranty Period: 15 years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 PUBLIC-USE WASHROOM ACCESSORIES

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
5. GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
6. Tubular Specialties Manufacturing, Inc.

B. Grab Bar:

3. Material: Stainless steel, 0.05 inch (1.3 mm) thick.
   a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
4. Outside Diameter: 1-1/2 inches (38 mm).
5. Configuration and Length: As indicated on Drawings.

C. Mirror Unit:

2. Frame: Stainless-steel channel.
   a. Corners: Manufacturer's standard.
   a. One-piece, galvanized-steel, wall-hanger device with spring-action locking mechanism to hold mirror unit in position with no exposed screws or bolts.
   b. Wall bracket of galvanized steel, equipped with concealed locking devices requiring a special tool to remove.
PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F 446.
GENERAL PLUMBING NOTES:

1. ALL FIXTURES, EQUIPMENT AND PIPING SHALL COMPLY WITH INTERNATIONAL PLUMBING CODE, NFPA, STATE AND LOCAL CODES.
2. PLUMBING CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND INSPECTION CERTIFICATES.
3. OMISSIONS OR MISDESCRIPTION OF DETAILS OF WORK WHICH ARE EVIDENTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS, OR WHICH ARE CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMISSIONS AND DETAILS OF WORK, BUT THEY SHALL BE PERFORMED AS IF FULLY AND CORRECTLY SET FORTH AND DESCRIBED.
4. PORTIONS OF WALLS AND ARCHITECTURAL FEATURES MAY HAVE BEEN OMITTED FROM THIS PLAN FOR CLARITY OF MECHANICAL FEATURES. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF FIXTURES, AND DIMENSIONS.
5. VERIFY FIELD DIMENSIONS. COORDINATE WORK WITH ALL OTHER TRADES TO AVOID SPACING AND ROUTING INTERFERENCES.
6. REFER TO SITE PLAN FOR ROUTING OF GAS, WATER, SEWER, AND STORM DRAIN PIPING.
7. LAY OUT PIPING BASICALLY AS SHOWN. MAJOR CHANGES IN LAYOUT MAY BE MADE ONLY WITH WRITTEN CONSENT OF ARCHITECT OR ENGINEER.
8. PROVIDE ELECTRICAL CONTRACTOR WITH EXACT WIRING REQUIREMENTS. IF ELECTRICAL REQUIREMENTS CARRY FROM THOSE INDICATED ON PLANS, PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSOCIATED ADDITIONAL COSTS.
9. SANITARY PIPING SHALL BE RUN BENEATH THE SLAB. PIPING ABOVE CEILING SHALL BE INSTALLED TIGHT TO STRUCTURAL MEMBERS, OR WITHIN THE BAR JOIST WEBBING.
10. POTABLE WATER PIPING SHALL BE INSTALLED ABOVE THE CEILING. CLEARANCE ABOVE CEILING IS MINIMAL. LAYOUT OF HVAC DUCTWORK SHALL HAVE PRIORITY OVER OTHER TRADES. COORDINATE CAREFULLY WITH GENERAL CONTRACTOR PRIOR TO LAYING OUT WORK. IF REQUIRED, WATER AND VENT PIPING SHALL BE INSTALLED WITHIN THE JOIST WEBBING.
11. ALL COMPONENTS USED IN PLENUM SPACES MUST BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIAL.
12. PLUMBING FIXTURES SHALL BE EQUAL TO FIXTURES SCHEDULED.
13. COLOR OF FIXTURES AND TRIM SHALL BE AS SELECTED BY ARCHITECT.
14. FIXTURES INDICATED AS BARRIER-FREE SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
15. WATER PIPES SHALL HAVE STOPS AT EACH FIXTURE CONNECTION.
16. ALL WATER LINES, BOTH HOT AND COLD, SHALL BE AS FOLLOWS:
   A. LINES BELOW GRADE SHALL BE TYPE “K” SOFT COPPER (UNLESS OTHERWISE NOTED).
   B. LINES ABOVE GRADE SHALL BE TYPE “L” SOFT COPPER (UNLESS OTHERWISE NOTED).
   C. FITTINGS SHALL BE OF HARD DRAWN COPPER OF ASTM SPEC B-88.
   D. ALL JOINTING SHALL BE WITH LEAD-FREE SILVER SOLDER.

17. ALL WATER PIPING ABOVE GRADE. 1-1/4” AND SMALLER BE INSULATED WITH ½” THICK FIBERGLASS WITH A MINIMUM ‘R’ VALUE OF 3.6.

18. ALL WATER PIPING ABOVE GRADE. 1-1/2” AND LARGER SHALL BE INSULATED WITH 1” THICK FIBERGLASS WITH A MINIMUM ‘R’ VALUE OF 3.6.

19. PROVIDE SHUTOFF VALVES AT ALL MAIN BRANCH LINES FOR ISOLATION.

20. WALL HYDRANTS SHALL BE MOUNTED 18” ABOVE FINISHED GRADE.

21. INSTALL SHOCK ABSORBERS ON ALL FLUSH VALVE FIXTURES AND QUICK-CLOSING INLET VALVES. ENSURE THAT ACCESS PANELS ARE INSTALLED FOR ALL SHOCK ABSORBERS.

22. ALL WASTE AND VENT PIPING SHALL BE SCHEDULE 40 PVC CONFORMING TO ASTM D-1785. PIPING 2” AND SMALLER SHALL BE LAID OUT AT ¼” PER FOOT GRADE. PIPING 3” AND LARGER SHALL BE LAID OUT AT 1/8” PER FOOT GRADE.

23. ALL VENT PIPING WITHIN PLENUM OR AIR-HANGLING SPACES SHALL BE COPPER OR CAST IRON AND SHALL BE LABELED AS “VENT”.

24. ALL VENTS SHALL BE A MINIMUM OF 10’-0” AWAY FROM FRESH AIR INTAKES AND OPERABLE WINDOWS.

25. VENT PIPING SHALL BE LAID OUT SUCH THAT ALL ROOF PENETRATIONS SHALL BE ON BACK SIDE OF ROOF. PAINT EXPOSED VENT PIPING TO MATCH ROOF.

26. COORDINATE ROOF PENETRATIONS WITH ROOFING CONTRACTOR. ENSURE THAT WARRANTY REQUIREMENTS OF ROOFING MANUFACTURER ARE SATISFIED.

27. GAS PIPING SHALL BE BLACK STEEL. GAS PIPING TO BE INSTALLED BELOW GRADE SHALL BE MILL WRAPPED FOR DIRECT BURIAL.

28. FIT ALL PIPES PASSING THROUGH MASONRY AND JOB CAST CONCRETE WITH SLEEVES. CAULK SPACE BETWEEN PIPE AND SLEEVE.

29. ALL WATER LINES SHALL BE CAPPED AND TESTED AT 100 PSI FOR 24 HOURS.
   ALL WASTE PIPING SHALL BE TESTED WITH A 10’ WATER COLUMN FOR A 2 HR PERIOD WITH NO CHANGE IN LEVEL.

30. DISINFECTION OF POTABLE WATER SYSTEM – NEW OR REPAIRED SYSTEMS SHALL BE PURGED OF DELETERIOUS MATTER AND DISINFECTED PRIOR TO UTILIZATION. THE METHOD TO BE FOLLOWED SHALL BE THAT PRESCRIBED BY THE HEALTH AUTHORITY OF WATER PURVEYOR HAVING JURISDICTION. IN THE ABSENCE OF A PRESCRIBED METHOD, THE PROCEDURE DESCRIBED IN EITHER AWWA C651 OR AWWA C652, OR AS DESCRIBED IN SECTION 610 OF THE INTERNATIONAL PLUMBING CODE.
31. MATERIALS, EQUIPMENT, AND INSTALLATION SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE TO ACCEPTANCE. DEFECTS WHICH APPEAR DURING THE PERIOD SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

32. WHEN MAKING FINAL CONNECTIONS TO EQUIPMENT AND PLUMBING FIXTURES, CONTRACTOR SHALL FURNISH CUTOFFS, TRAPS, STOPS, FAUCETS, ELBOWS, VACUUM BREAKERS, INSULATIONS, ETC.

33. ENSURE THAT ALL PENETRATIONS OF FIRE WALLS ARE PROPERLY FIREFOTTED,

34. ALL PENETRATIONS THROUGH WALLS AND FLOORS SHALL BE SLEEVED, PATCHED, OR FIREF PROOFED AS REQUIRED. IN ESPOSED AREAS, PATCHING SHALL MATCH FINISH. SEE ARCHITECTURAL DRAWINGS.

35. REFER TO ARCHITECTURAL REQUIREMENTS FOR THE NECESSITY OF SUBMITTALS. SUBMITTALS ARE NOT REQUIRED UNLESS REQUIRED BY THE ARCHITECT. IF SUBMITTALS ARE REQUIRED PLEASE SUBMIT IN ELECTRONIC FORMAT (HARDCOPIES WILL NOT BE REVIEWED) THE FOLLOWING SECTIONS/EQUIPMENT FOR REVIEW: PLUMBING FIXTURES.

PLUMBING FIXTURE SPECIFICATION

PLUMBING

PLUMBING ACCEPTABLE MANUFACTURES
a. Fixtures: Kohler, American Standard, Crane, Eljer, Toto, Zurn.
c. Floor drains, hydrants, carriers and p-traps: Jay R. Smith, Zurn, Wade Josam, Mifab.
d. Flush valves: Toto, Sloan, Zurn.
e. Toilet Seats: ProFlo, Olsmite, Beneke, Bemis, Church, Centoco.
g. Pre-fabricated insulation on water lines and p-trap under barrier free lavatories and sinks: Brocar products, Inc., Trap Wrap Truebro, Inc., McGuire Pro-wrap.

PLUMBING FIXTURES

P-1 WATER CLOSET - FLOOR MOUNTED - BARRIER FREE
a. Fixture: American Standard 3043.001 floor mounted water closet, 1.6 gallon per flush.
b. Seat: ProFlo “Black” open front seat with check hinge.
c. Valve: Sloan Regal flush valve, 1.6 gallon per flush.

P-2 URINAL - WALL HUNG - BARRIER FREE
a. Fixture: American Standard 6590.001 washout type urinal, 0.5 gallon per flush.
b. Valve: Sloan Gem-2 186-0.5 flush valve, 0.5 gallon per flush.
d. Carrier: Watts CA-311 fixture carrier.
SECTION 224000 – PLUMBING

P-3 LAVATORY – WALL HUNG – BARRIER FREE
b. Faucet: Symmons #S-20-0 single lever faucet
d. Mounting: 34” A.F.F. to basin rim.
e. Pre-fabricated insulation on water lines and P-trap under barrier free lavatories and sinks: Brocar Products, Inc. Trap Wrap, TruBro, Inc. Handi Lav-Guard, or McGuire Pro-Wrap.
f. Thermostatic Mixing Valve: Apollo #MVD-LF (34D Series) tempering water calce to be located beneath lavatory.
g. Carrier: Mifab #MC-41 fixture carrier

P-4 DRINKING FOUNTAIN – WALL HUNG – BARRIER FREE (HI/LO)
a. Fixture: Elkay #EZSTLC8, 8.0 GPH at 90 degrees room temperature. All exposed surfaces to be stainless steel.
c. Mounting: Mount per manufacturer’s recommendations for ADA compliance.

P-5 FLOOR DRAIN – REGULAR
a. Fixture: Mifab #F1000-c-5-7 floor drain with sediment bucket and trap primer connection.

EXECUTION:

FIXTURE CONNECTIONS
A. Connect to plumbing fixtures and equipment provided under this schedule, specifications, architectural drawing, and manufacturer’s shop drawing. Provide rough-in connections as shown on drawings.
B. Use schedule and details on drawing or manufacturer’s shop drawing for connections sizes to fixtures.
C. Connect wall urinals to waste piping with red brass nipples.
D. Provide separate -trap for each fixture, floor drain, and piece of equipment.
E. Provide outlet devices which limit the flow of hot water to lavatories and sinks to a minimum of 0.5 GPM, sized as recommended by manufacturer and as required under ASHRAE Standard 90-75, paragraph 7.7.2 or local or state energy codes.
F. Install lavatories and sinks with a minimum of 4” clearance on each side from a wall or partition.
G. Install water closets with a minimum of 15” clearance from the centerline of the bowl to each side from a wall, partition, divider, or another fixture. Barrier free water closet shall have a minimum of 18” clearance.
H. Water closets shall be a minimum of 21” clearance in front of the bow.
I. Coordinate dimensions required for minimum clearances with other trades.
J. Caulk around joists of fixtures on wall or floor, and fixtures backed up to wall.
K. Mount fixtures rigid to walls as shown on drawing or details.
L. Install flush valves on wide side of water closet as required for ADA accessibility.

TESTING AND CLEANING
A. Inspect and test work to insure that it is installed in accordance with drawings and specifications and is functioning as designed. Test procedures and pressures per local and state codes.
B. Correct all deficiencies found and retest.
GENERAL CONDITIONS:

1. FURNISH ALL MATERIALS, LABOR, TOOLS AND INCIDENTALS TO COMPLETE IN EVERY DETAIL AND LEAVE IN WORKING ORDER ALL ITEMS CALLED FOR HEREIN OR SHOWN ON THE ACCOMPANYING DRAWINGS.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COMPLETE OPERATIONAL HEATING, VENTILATING, AND COOLING SYSTEM WHICH MEETS ALL GOVERNING CODES AND IN ACCORDANCE WITH THE DESIGN DRAWINGS.

3. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD MECHANICAL CODE, NFPA REQUIREMENTS, AND ALL LOCAL CODES.

4. THE CONTRACTOR SHALL PAY FOR ALL FEES, PERMITS, AND CHARGES AS REQUIRED ACHIEVING THE INSTALLATION.

5. MECHANICAL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE.

6. DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS. DRAWINGS SHALL NOT BE SCALED.

7. REFER TO ARCHITECTURAL REQUIREMENTS FOR THE NECESSITY OF SUBMITTALS. SUBMITTALS ARE NOT REQUIRED UNLESS REQUIRED BY THE ARCHITECT. IF SUBMITTALS ARE REQUIRED SUBMIT IN ELECTRONIC FORMAT (HARD COPIES WILL NOT BE REVIEWED) THE FOLLOWING SECTIONS/EQUIPMENT FOR REVIEW: HVAC EQUIPMENT, AIR DISTRIBUTION, AND DEVICES.

8. PROVIDE ACCESS DOORS IN DUCTS, WALLS AND CEILINGS AS REQUIRED TO ACCESS DAMPERS, VALVES, AND OTHER ENCLOSED ITEMS. COORDINATE LOCATION OF ALL DOORS WITH GENERAL CONTRACTOR.

9. NOTE THAT SOME SYSTEMS USE CEILING AND EQUIPMENT ROOMS AS RETURN AIR PLENUMS. CONTRACTOR SHALL COORDINATE TO ENSURE THAT ALL MATERIAL WITHIN THE PLENUMS ARE FULLY NONCOMBUSTIBLE AND/OR RATED FOR PLENUM SERVICE.

10. IF HVAC EQUIPMENT IS USED FOR TEMPORARY HEATING, ETC., THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR CLEANING FILTERS, COILS, ETC. FINAL PERMANENT CONNECTIONS OF SERVICES TO UNITS SHALL BE COMPLETE PRIOR TO ANY START-UP OF EQUIPMENT.

11. WHERE PIPES, DUCTS, ETC., ARE TO PASS THROUGH WALLS, FLOORS, ETC. SLEEVES SHALL BE PROVIDED PRIOR TO WALL CONSTRUCTION. SLEEVES SHALL BE OR EQUAL OF GREATER GAUGE METAL THAN PIPES OR DUCTS PASSING THROUGH. WHERE SLEEVES PENETRATE EXTERIOR SURFACES, VOIDS SHALL BE SEALED WATER TIGHT. WHERE SLEEVES PASS THROUGH RATED PARTITIONS, SLEEVE PACKING SHALL BE OF U.L. LISTED FIRE SAFE TYPE MATERIAL.

12. CONTRACTOR SHALL SUBMIT (3) SETS OF INSTRUCTION BOOKS, INCLUDING INSTALLATION, OPERATION AND MAINTENANCE INSTRUCTIONS, PAMPHLETS OR BROCHURES AND ALL EQUIPMENT WARRANTIES OBTAINED FROM EACH MANUFACTURER OF EQUIPMENT.
COORDINATION REQUIREMENTS:

1. THE CONTRACTOR IS REQUIRED TO VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.

2. THE DRAWINGS MAY NOT SHOW ALL EXISTING ITEMS OR CONDITIONS. CONTRACTOR SHALL NOT RECEIVE EXTRA PAYMENT FOR REQUIREMENTS WHICH CAN BE INFERRED THROUGH OBSERVATION OF EXISTING CONDITIONS AT THE SITE. IN THE EVENT CONCEALED CONDITIONS ARE ENCOUNTERED WHICH MAY VARY SIGNIFICANTLY FROM THOSE INDICATED ON THE DRAWINGS, NOTIFY THE DESIGNER BEFORE PROCEEDING WITH WORK.

3. CONTRACTOR SHALL FIELD VERIFY BY MEASUREMENT THE EXACT LOCATION OF EQUIPMENTS, DUCTWORK, PIPING, STRUCTURE, AND OTHER CONDITIONS WHICH WILL AFFECT INSTALLATION. CONTRACTOR SHALL LOCATE EQUIPMENT AND ROUTE DUCTWORK AND PIPING TO AVOID CONFLICTS AND INTERFERENCES WITH EXISTING FIELD CONDITIONS.

4. PRIOR TO ANY INSTALLATION, CLOSELY COORDINATE ALL MECHANICAL WORK WITH PLUMBING, FIRE PROTECTION, ELECTRICAL, ARCHITECTURAL, AND STRUCTURAL WORK. CONTRACTOR TO ENSURE ALL EQUIPMENTS AND SERVICES WILL FIT IN AVAILABLE SPACES ALLOWING CEILING HEIGHTS INDICATED ON ARCHITECTURAL PLANS. INSTALL EQUIPMENT SO AS TO PROVIDE CLEARANCES SHOWN ON DRAWINGS AND AS RECOMMENDED BY MANUFACTURER FOR AIRFLOW, SERVICE, MAINTENANCE, AND FILTER REMOVAL AS APPLICABLE.

5. COORDINATE DUCT, PIPING, AND EQUIPMENT LOCATIONS WITH ELECTRICAL PANEL LOCATIONS. DO NOT PASS ANY MECHANICAL OR PLUMBING ITEMS DIRECTLY OVER ELECTRICAL PANELS. SEE ELECTRICAL DRAWINGS FOR EXACT PANEL LOCATIONS.

6. CEILING DIFFUSER AND REGISTER LOCATIONS ARE APPROXIMATE ONLY. EXACT LOCATIONS TO BE DETERMINED BY ARCHITECTURAL REFLECTED CEILING PLANS. MANY DUCTS AND PIPES ARE ROUTED ABOVE FURRED DOWN/LOWERED CEILINGS. CLOSELY COORDINATE DUCT AND PIPE ROUTING WITH ARCHITECTURAL REFLECTED CEILING PLANS. COORDINATE SIDEWALL REGISTER MOUNTING HEIGHTS AND LOCATIONS WITH ARCHITECTURAL CEILING HEIGHTS.

7. ALL CUTTING AND PATCHING SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR. ALL PATCHING SHALL RESTORE EACH DAMAGED SURFACE TO IT ORIGINAL FINISH.

8. ALL EXPOSED DUCTWORK, PIPING, AND EQUIPMENT IN FINISHED SPACES TO INSTALLED AS HIGH AS POSSIBLE ABOVE FINISHED FLOOR.
FANS:
1. FANS SHALL BE EQUAL TO THE MAKE AND MODEL SHOWN INDICATED AND SHALL BE LOCATED AS SHOWN ON DRAWINGS. FANS SHALL BE NUTONE, LOREN COOK, PENN, ACME, BROAN, OR GREENHECK.

MECHANICAL SPECIFICATIONS:

AIR DEVICES:
1. SQUARE CEILING DIFFUSERS SHALL BE EQUAL TO TITUS “TDC”. DIFFUSERS TO BE COMPLETE WITH OPPOSED-BLADE VOLUME DAMPER, FLUSH-MOUNT FRAME, AND FINISH TO BE BAKED-ON, OFF WHITE ENAMEL. EXAMINE ARCHITECTURAL PLANS TO DETERMINE ACTUAL CEILING TYPES TO BE USED.
2. RETURN/EXHAUST AIR REGISTER SHALL BE EQUAL TO TITUS “50-F-5”. REGISTER TO BE COMPLETE WITH OPPOSED-BLADE VOLUME DAMPER, FLUSH-MOUNT FRAME, AND FINISH TO BE BAKED-ON, OFF WHITE ENAMEL, EXAMINE ARCHITECTURAL PLANS TO DETERMINE ACTUAL CEILING TYPES TO BE USED.
3. CEILING RETURN FILTER GRILLES TO BE TITUS MODEL 3 FL OR EQUAL WITH \( \frac{3}{4}'' \) X \( \frac{3}{4}'' \) EGGCRATE FACE AND DESIGNED FOR 1” DISPOSABLE FILTERS (WHERE NOTED ON PLANS). SEE PLANS FOR SIZES REQUIRED.
4. WALL-MOUNTED TRANSFER GRILLES TO BE TITUS MODEL 3FL OR EQUAL WITH \( \frac{1}{4}'' \) SPACING AND 45 DEGREE FIXED DEFLECTION. GRILLE TO BE OFF-WHITE.
5. SIDEWALL SUPPLY REGISTER DENOTED “SWS.” TO BE TITUS MODEL 272RL5 REGISTER OR EQUAL. GRILLES TO BE COMPLETE WITH \( \frac{1}{4}'' \) SPACED, DOUBLE-DEFLECTION AIRFOIL BLADES, OPPOSED-BLADE VOLUME DAMPER, \( \frac{1}{4}'' \) BORDER, AND OFF-WHITE FINISH.
6. SIDEWALL RETURN/EXHAUST REGISTERS, DENOTED “SWR” OR “SWE”, TO BE TITUS MODEL 23RL5 REGISTER OR EQUAL. REGISTER TO BE COMPLETE WITH 45 DEGREE FIXED BLADES RUNNING PARALLEL TO THE FLOOR, OPPOSED-BLADE VOLUME CONTROL, \( \frac{1}{4}'' \) BORDER, AND OFF-WHITE FINISH.
7. LOUVERS SHALL BE EXTRUDED ALUMINUM TYPE WITH FIXED DRAINABLE BLADE CONSTRUCTION. FRAME AND BLADES TO BE MINIMUM 0.081” THICK AND 4” 6” DEEP WITH EQUAL BLADE SPACING. PROVIDE \( \frac{1}{2}'' \) MESH ALUMINUM SCREEN WITH REMOVABLE FRAME ON INTERIOR OF LOUVER. LOUVER FINISH TO BE STANDARD NATURAL MILL.
8. FIRE DAMPERS TO BE TYPE “B” UNLESS OTHERWISE NOTED. INSTALLATION TO BE IN STRICT ACCORDANCE WITH MANUFACTURES’S U.L. LISTED INSTALLATION INSTRUCTIONS AND SMACNA FIRE DAMPER GUIDE.
9. COORDINATE LOCATION AND PROVIDE DUCT ACCESS DOORS FOR ACCESS TO ALL FIRE DAMPERS. DUCT ACCESS DOORS MAY BE OMITTED WHERE TYPE "A" FIRE DAMPERS ARE ACCESSIBLE THROUGH SIDEALL REGISTER FACE. ENSURE DUCT ACCESS DOORS AND DAMPERS ARE ACCESSIBLE THROUGH CEILINGS AND WALLS. LOCATE DUCT ACCESS DOORS ABOVE SPACES WITH LAY-IN CEILINGS OR EXPOSED CEILINGS WHERE POSSIBLE. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR CEILING TYPES.
Basic Requirements and Materials:
Work will be in conformance with the International Building code (with Standard Building Code annotations), as well as the latest edition of the National Electrical Code (NFPA 70), National Fire Protective Association codes and regulations (including Life Safety Code), Fire Protection Rules and Regulations of the State Fire Marshall and all state and local building codes and ordinances. Obtain permits and secure inspections required for execution of work indicated by these drawings and specs. If the local authority utilizes a previous code rather than the latest edition, use the locally enforced vintage code in lieu of the latest edition.

Furnish all necessary materials and labor to install a complete and fully operable electrical system as indicated on the drawings and in these specifications Install and provide electrical connections for, equipment furnished by others.

Prior to submitting a bid, contractor shall visit the site and ascertain all existing conditions. Make such adjustments in work as required by actual conditions to be encountered. No subsequent allowance will be made after bid for any misunderstandings of existing conditions, including utility connections and/or integration of work with existing systems. This shall include the relocation of all existing to remain devices mounted above ceiling requiring access by code - contractor shall include all costs associated with relocating devices to accessible areas or providing access doors as required. Use of access doors shall be pre-approved by architect.

Secure and pay for all permits and fees necessary for the installation of the work.

Coordinate installation of electrical service with local utility. Provide duct banks, weather-heads, conduit, conductors, meter centers, and other materials and services that may be required.

Coordinate installation of telephone service with local telephone company.

Coordinate installation of cable television service with local cable company.

All equipment shall be new and bear the UL label.

The drawing is diagrammatic. The routing of branch circuits and exact locations of outlets are subjects to building conditions.

The plans and specifications, supplemented by the codes, shall be considered as jointly governing the installation of the electrical systems. Any work or materials indicated in either plans or specifications shall be considered as being required by both.

Installations of electrical work shall be under the supervision of competent, licensed electrician.

Following completion of the electrical work, a certificate of approval shall be secured from the local code enforcement authority.

Electrical equipment such as switchboards, panelboards, industrial control panels, meter socket enclosures and motor control centers in other than dwelling units that are likely to require examination, adjustment, servicing or maintenance while energized must be field-marked to warn qualified person of the danger associated with an arc flash from short circuits or ground faults. The field-marking must be clearly visible to qualified persons before they examine, adjust, service or perform maintenance on the equipment.

Submittals:
Refer to architectural requirements of submittals. Submittals are not required unless required by architect.

If required submit in electronic format (hard copies will not be accepted). The following sections/equipment for review: Main distribution gear & panelboards, meter center, lighting fixtures, lighting control system & fire alarm system.

Contractor and/or vendor shall identify or list within the submittals any and all exceptions and deviations taken with the specifications and drawings.
Failure to identify exceptions does not alleviate the contractor/vendor from providing the specified features, options or functions required by specifications and documents.

**Raceway and Conduit Systems:**
The types of materials to be employed in the wiring systems are subject to building conditions and governing codes. The contractor is permitted by codes, with exceptions as noted in this spec and on the drawings. A complete conduit system with associated couplings, connectors, and fittings will be provided for power distribution system, branch lighting and receptacle circuits, lighting control, and fire alarm system (if applicable). A raceway system shall also be provided for portions of audio, distributed TV, etc., which is routed concealed in walls, or above inaccessible ceilings by providing a 1 ¼” conduit routed from device box to above accessible ceiling space. Unless stated otherwise, or is not possible due to field conditions, all wiring shall be run concealed and devices shall be mounted flush in walls and ceilings. Electrical Metallic Tubing (EMT) shall be used for conduits exposed to mechanical damage. Metal clad (MC cable) is allowed where permitted by NEC. EMT, IMC, and Rigid conduit shall be hot dipped, galvanized, or electro galvanized steel as manufactured by Allied, General Electric, Republic, Triangle or Wheatland, associated couplings, connectors and fittings shall be steel as manufactured by Raco or equivalent. PVC conduit shall be Schedule 40, 90/ C rated as manufactured by Carlon.

Flexible metal conduit size shall be ½” for power branch circuits 1 ¼” for low voltage and systems circuits and for circuits concealed within concrete slabs.

**Outlet Boxes:**
Each fixture, switch, receptacle, and other wiring/system device shall require a galvanized outlet box of appropriate size and depth for its particular location and use. As a minimum:

- 4” square x 1-1/2” deep w/square cut plaster ring:
  Switches, receptacles, in dry wall partitions.
- 2-1/2” x 3-3/4” masonry type:
  Switches and receptacles in concrete block walls. Use round edge plaster rings only if block wall is to be plastered.
- 4-11/16” x 2” deep:
  Outlets in block walls. Use round edge plaster ring if block wall is to be plastered, otherwise square cut device corners.
- 4” octagonal x 1-1/2”:
  Ceiling Outlet Boxes

Cover plate shall be provided for all outlet boxes. Blank plates shall be provided for boxes left for future use.

Associated panel & circuit number shall be permanently identified on front of each device cover plate.
Acceptable manufacturers are Nation, Appleton, Raco, General Electric and Steel City.

**Pull and Junction Boxes:**

For interior work, boxes shall be galvanized sheet metal with screw covers.

For exterior work, boxes shall be galvanized sheet metal with bolted covers and full gaskets to form a rain tight assembly equal to Keystone 19000 and 37900 series. Heavy-duty sidewall junction boxes with fully gasketed, watertight covers, equal to Quazite type PC will be provided for exterior work in graded areas.

Boxes shall be sized according to number of conductors or type of use as outlined in the NEC. Minimum junction box size shall be 4” square and 2-1/2” deep.

Pull and junction boxes will be spot painted similar to outlet boxes. Covers will be permanently marked identifying panel & circuit numbers of circuits contained therein.

**Wiring Devices:**

Wiring devices, including switches, receptacles, and other miscellaneous devices shall be specification grade by Leviton, Arrow Hart, Hubbell, or Pass and Seymour, and shall be equal to:

- Leviton 1221 series – 20A switches
- Leviton 5365 series – 20A receptacles
- Leviton 6899 series – 20A Ground-Fault receptacle

Generally, switches and general-purpose receptacles will be 20A. In other areas device rating will be determined by circuit load. Where a circuit serves a single receptacle, that device will match the overcurrent protection of the branch circuit.

Poke thru’s, where required, will be equal to Legrand RC4 series with flush mounted brass or aluminum covers. For poke thru’s requiring a 3-gang device or larger, device shall be equal to Legrand Evolution series.
Device Plates:
Associated panel and circuit number shall be permanently identified on front of each device cover plate.

Device plates shall be provided for all switches, receptacles, and miscellaneous devices and shall be as offered by the devices manufacturer.

Unless directed otherwise by Architectural plans or owner, device plates shall be white, nylon, standard size and by some manufacturer as device installed.

Supporting Devices:
A system of supporting devices and hangers shall be provided for conduit systems, electrical equipment, fixtures, outlet boxes, junction boxes, etc.

Conduits shall be secured within 3 feet of each outlet box and at intervals not to exceed NEC requirements (10 feet for most metallic products).

Acceptable manufacturers are Erico Products, INC., Steel City, Minerallac and Rayco Fasteners.

Grounding:
The entire system of raceways and equipment shall be grounded in accordance with Article 250 of the NEC.

Ground conductors will be provided for the telephone system #4 (service entrance terminal boards) and #6 AWG (remote terminal boards). Each shall be terminated at a terminal block “Cooper B-Line SBTGB” on the plywood backboard. Ground conductors shall originate at the panelboard that provides power to the telephone system.

Interior Lighting and Lamps:
General lighting shall be non-proprietary and shall be designed to provide desired lighting levels while meeting aesthetic goals and operating cost criteria. Acceptable manufacturers for light fixtures are denoted or approved equal:

Lay-in LED light fixture: Lithonia - EPANL-2x4-4000LM-80CRI-MIN10-ZT-MVOLT
Emergency Light: EELP (SD) EM1-LED (Two Headed LED Emergency Unit)

Exit signage throughout the facility will be accomplished using LED type, die cast aluminum units placed to comply with NFPA 101 (life safety code).

All fixture colors and finishes shall be approved by owner prior to ordering.

Recessed lighting fixtures installed in rated ceilings must be listed for use in a rated ceiling assembly or fixture must be enclosed as required to maintain ceiling rating.

Recessed lighting fixtures installed in ceiling with insulation must be I.C. rated.

Lighting Control System:
Provide wall and ceiling mounted occupancy sensors, dimmers or dual level switching as shown and as required to comply with I.E.C.C.
ELECTRICAL CIRCUITS SHALL BE INSTALLED PER NEC 210.4. CONTRACTOR SHALL PROVIDE PANEL SCHEDULE DIRECTORIES FOR NEW AND EXISTING LOADS THAT COMPLY WITH NEC 408.4.

GENERAL ELECTRICAL NOTES:
1. At completion of work, electrical system shall be in complete working order. Perform testing in presence of owner's representative. Furnish instruments, devices and equipment necessary to perform tests. All equipment and devices shall be UL listed. Installation shall conform to UL standards where applicable.
2. The electrical drawings are diagrammatic only and should be used to measured or scale the installation requirements. The routing of branch circuits and exact locations of devices are subject to building and site-specific conditions.
3. Contractor shall maintain 2 sets of red-lined "As-Built" documents at the site that reflects the true installed conditions of the project.
4. If required by drawings, coordinate installation of new electrical service with electric utility company. Provide metercenters, weatherheads. Meter bases, and other items as required.
5. Verify electrical requirements for all equipment prior to rough in. Provide circuits and fuses sized in accordance with manufactures' recommendations.
6. Maintain code required working clearance at all electrical panels, disconnect switches and starters. There shall be no equipment, piping or duct work installed in or above the working clearances.
7. Provide disconnect switch for any hardwired equipment not supplied with disconnecting means.
8. Connect exit lights and emergency lights with integral battery in exterior passages/stairs to local lighting circuit ahead of photocells switch such that they are constantly "on" and will automatically convert to battery operation upon loss of normal power.
9. All receptacles on dedicated circuits shall be rated no less than circuit overcurrent device.
10. Fire stop around all penetrations of rated floors, ceilings, and walls. Refer to architectural drawings for additional details.
11. All light fixtures shall be a specified or as directed by the owner/architect. All fixtures prior to beginning rough-in and shall provide all necessary hardware.
12. Where multiple switches are shown mounted together, provide under a single faceplate.
13. The entire electrical installation shall be in compliance with any local ordinance in addition to the national electrical code being enforced. The electrical contractor shall obtain a copy of any ordinances and shall adjust the installation shown on these drawings as necessary to comply with the code that is the most stringent (local code ordinance or National Electrical Code – NEC).

END OF SECTION 233700
Re: Drinking Fountain

The existing drinking fountain plumbing rough-in will need to be capped off and abandoned. This includes both the vent and the drain. A new rough-in will be installed through the wall of the mechanical room located behind the wall of the new drinking fountain location. The new drain line will be exposed and routed along the wall behind the water heater to a 3" stack next to the mop sink. This stack currently has a 2" line tied into it approximately 12" above the floor. The tie in for the new drinking fountain will be below this point. The vent for the new drinking fountain will tie into the existing 3" PVC vent located directly above the new location. The existing water heater might need to be pulled forward enough to allow for piping to pass. It is approximately a 12' run of drain piping and 6' run of vent piping.

The existing ice machine plumbing rough-in will need to be replaced with new PVC piping and routed to where the existing drain line currently drains in the existing mechanical room.

Re: Electrical Panel/Circuit for Drinking Fountain

The existing electrical circuit for the drinking fountain and ice machine to be changed to become a GFI circuit with breaker at electrical panel.
MUNICIPAL ORDER. ________

MUNICIPAL ORDER AWARDING BID FOR THE IMPROVEMENTS OF TWO SETS OF MEN’S AND WOMEN’S RESTROOMS AT THE GATHERING PLACE TO Q&S ENTERPRISES, LLC, OF SEBREE, KENTUCKY IN THE AMOUNT OF $103,240.00, PLUS THE ADD ALTERNATE #1 PRICE OF $2,225.00 FOR A TOTAL AMOUNT OF $105,465.00

WHEREAS, the City of Henderson has issued invitations to bid for the improvements of two sets of men’s and women’s restrooms at the Gathering Place to allow for ADA accessibility; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on April 22, 2020, with Q&S Enterprises, LLC of Sebree, Kentucky, submitting the best base bid price for all work required to bring both sets of restrooms into compliance with current ADA standards based on the architect’s designs in the amount of $103,240.00, plus the Add Alternate #1 price of $2,225.00 to create an alcove between the two restrooms on the first floor for placement of a washer which is currently located in the kitchen, for a total bid price of $105,465.00, which bid the City Manager recommends be accepted.

WHEREAS, $15,000 is being contributed by each of the following for this project: The City of Henderson, Henderson County, the Gathering Place and, $60,000.00 from Community Development Block Grant (CDBG) funds.

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 Q&S Enterprises, LLC, 497 U.S. Hwy 41 North, Sebree, Kentucky 42455 for a bid price of $103,240.00, plus the Add Alternate #1 price of $2,225.00 for a total bid price of $105,465.00, which bid the City Manager recommends, in strict accordance with their bids as submitted pursuant to Bid Reference 20-13.

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.

Steve Austin, Mayor
Date: ____________________________
ATTEST:

Maree Collins, CKMC,
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 23 DAY OF APRIL, 2020.

By: 

Dawn S. Kelsey
City Attorney
April 23, 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 28, 2020 meeting is final 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, gave a brief overview of the changes at the previous meeting for first reading of the ordinance and is expected to join the meeting remotely to answer any questions that you may have.

Your approval of the attached ordinance is requested.

c: Chris Heimgartner
   Robert Gunter
   Greg Nunn
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.
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:

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royster</td>
<td>Aye</td>
</tr>
<tr>
<td>Shannon</td>
<td>Aye</td>
</tr>
<tr>
<td>Howell</td>
<td>Aye</td>
</tr>
<tr>
<td>Curlin</td>
<td>Aye</td>
</tr>
<tr>
<td>Weaver</td>
<td>Aye</td>
</tr>
</tbody>
</table>

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]
Judy 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>
</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 (________)
Exhibit 2

City of Henderson, Kentucky
Henderson Municipal Power & Light

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) Effective: For all customer billings issued on and after June 1, 2020
Approved By: Henderson Board of Commissioners (________)
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
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>Voltage</th>
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</thead>
<tbody>
<tr>
<td>Three Phase – Four Wire</td>
</tr>
<tr>
<td>– Four Wire</td>
</tr>
<tr>
<td>– Four Wire</td>
</tr>
<tr>
<td>– Four Wire</td>
</tr>
<tr>
<td>– 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 - *$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
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
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:

Renewable DG Adjustment Credit (DGC) = \( \frac{C(Y-1)+M(Y-1)}{kWh(Y-1)} \)

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 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 transferable 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 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

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

Approved By: Henderson Board of Commissioners (_______)
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 (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

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>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></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>Type</th>
<th>Voltage</th>
</tr>
</thead>
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<tr>
<td>Three Phase – Four Wire</td>
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</tr>
<tr>
<td></td>
<td>120/240 Volts</td>
</tr>
<tr>
<td></td>
<td>277/480 Volts</td>
</tr>
<tr>
<td></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 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

Approved By: Henderson Board of Commissioners (_______)
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.

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
Housing Authority, Church, and Public School Rate Schedule
Schedule HCS (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>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.
City of Henderson, Kentucky
Henderson Municipal Power & Light

Housing Authority, Church, and Public School Rate Schedule
Schedule HCS (continued)

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 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>Four Wire</th>
<th>240/480 Volts</th>
</tr>
</thead>
<tbody>
<tr>
<td>~ Four Wire</td>
<td>120/240 Volts</td>
<td></td>
</tr>
<tr>
<td>~ Four Wire</td>
<td>*240/480 Volts</td>
<td></td>
</tr>
<tr>
<td>~ Four Wire</td>
<td>277/480 Volts</td>
<td></td>
</tr>
<tr>
<td>~ Delta</td>
<td>*13,800 Volts</td>
<td></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
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.
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)
Approved By: Henderson Board of Commissioners (_______)

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

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

Approved By: Henderson Board of Commissioners (_______)
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. 10-20

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.

FIRST READ: 04/14/2020
SECOND READ: }

ORDINANCE NO. 10-20
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 Royster, seconded by Commissioner Staton, that the Ordinance be adopted on its first reading.

On roll call the vote stood:

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

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

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

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

Commissioner 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 5 DAY OF APRIL, 2020.

By: Dawn S. Kelsey
City Attorney
City of Henderson, Kentucky
Henderson Municipal Power & Light

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.
City of Henderson, Kentucky
Henderson Municipal Power & Light

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)
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>
<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>Four Wire</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Four Wire</td>
<td>120/240 Volts</td>
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<td></td>
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<td>277/480 Volts</td>
</tr>
<tr>
<td>Delta</td>
<td>*13,800 Volts</td>
<td></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 (________________)
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>
<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)
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 *(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:

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

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 \(kWh_{y-1}\) 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 Board of Commissioners ([May 28, 2019] [June 1, 2019] 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 transferable 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.

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

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>[7.24] 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 Board of Commissioners ([May 28, 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] [June 1, 2019] June 1, 2020)

Effective: For all issued on and after 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 120/208 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.

Effective: For all customer billings

Approved By: Henderson Board of Commissioners ([May 28, 2019] [June 1, 2019])  
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 kilowatt hours</td>
<td>[9.48] 9.48¢ kWh</td>
</tr>
<tr>
<td>Next 13,000 kilowatt hours</td>
<td>[7.98] 7.98¢ kWh</td>
</tr>
<tr>
<td>All Over 15,000 kilowatt hours</td>
<td>[6.77] 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.
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 120/240 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 120/240 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.


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¢ 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.
Housing Authority, Church, and Public School Rate Schedule
Schedule HCS (continued)

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>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 Board of Commissioners ([May 28, 2019] ____________) issued on and after [June 1, 2019] 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, 2019] 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>[5.55] 6.45¢ kWh</td>
</tr>
<tr>
<td>Next 50,000 kilowatt hours</td>
<td>[5.50] 5.40¢ kWh</td>
</tr>
<tr>
<td>All Over 100,000 kilowatt hours</td>
<td>[5.44] 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 Board of Commissioners ([May 28, 2019] [June 1, 2019] June 1, 2020.

Effective: For all customer billings
Issued on and after [June 1, 2019] June 1, 2020.
City of Henderson, Kentucky
Henderson Municipal Power & Light

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.

customer billings
Approved By: Henderson Board of Commissioners ([May 28, 2019] June 1, 2020)

Effective: For all issued on and after
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 (usage 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 $0.04274/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:

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

*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 (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.
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

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

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 Board of Commissioners ([May 28, 2019] __________) 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) 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.
City Commission Memorandum
20-66

April 23, 2020

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

The accompanying municipal order authorizes award of a bid for the purchase of a 2019 Ford 350 Type I 6.7 L Diesel Medic 1 ambulance for the Ambulance Service from Mid-America Ambulance & Coach Sales of Campbellsville, Kentucky.

An invitation to bid was issued by the Ambulance Service with two bids returned and publicly opened on March 23, 2020. The low bid of $150,716.00 from Mid-America Ambulance & Coach Sales fully complies with all bid specifications. The bid also included Optional Equipment in the amount of $3,223.00 for a total of $153,939.00

The City’s portion of the purchase price will be up to $71,969.50 after the state grant of $10,000.00 is applied, no trade-in was included.

Although funds were budgeted for this purchase, you may note in the municipal order that I am not recommending approval of this purchase at this time due to the uncertain financial conditions we are currently facing as a result of the COVID-19 pandemic. City staff have been required to decrease spending by delaying purchases of capital items and I believe that this should not be treated any differently. It is my opinion that this purchase be delayed until the next fiscal year can be evaluated. If the purchase is not delayed, then I recommend that no ambulance purchase be approved in the next fiscal year. In recent years ambulance bids have been approved in 2014, 2016, 2018 and 2019.

c: Chris Winstead
Robert Gunter
Dawn Winn
### MID-AMERICA AMBULANCE & COACH SALES

**2019 FORD F-350 TYPE I, 6.7 LITER DIESEL, MEDIC 1**

**Base price:** $150,716.00

*Price includes:*
- Curbside Electric Step
- Stryker Power Load & Installation
- Stryker Power Cot
- Window Tint

**Optional Equipment:**
- LED Load & Scene Lights $1,350.00
- Provision Back-up Camera $795.00
- Ferno 521 Portable 0² brackets $718.00
- Kussman Auto Eject $360.00

**Total Optional Equipment** $3,223.00

**Total Price of Truck with optional equipment:** $153,939.00

**This truck is already built sitting in Campbellsville, Ky.**

### AMERICAN RESPONSE VEHICLES

**2020 CHEVY K3500 FRONTLINE TYPE I, 6.6 LITER DIESEL, 4WD**

**Base price:** $164,002.00

*Price includes:*
- Curbside Electric Step
- Stryker Power load & Installation
- Stryker Power Cot
- Window Tint
- Graphics
- Shoreline Auto Eject
- LED Load & Scene Lights
- Back-up Camera Installed

**Optional Equipment:**
- (2) FW 521 Portable O² Brackets $718.00

**Total Optional Equipment** $718.00

**Total Price of Truck with optional equipment:** $164,720.00

**Delivery 90 Days from date Chassis received. No current chassis right now.***

We recommend the purchase of the 2019 Ford Type 1 Medic 1 from Mid-America Ambulance & Coach Sales with optional equipment listed. Total price $153,939.00 Savings of $10,781. To other bidder.
CHASSIS SPECIFICATIONS

CAB/CHASSIS

The emergency medical care vehicle to be delivered under this contract shall be standard commercial products tested and certified, to meet or exceed the requirements of this specification. The ambulance shall comply with all Federal Motor Vehicle Safety Standards (FMVSS) and Federal regulations applicable or specified for the year of manufacture. The supplier shall provide total standardization and interchangeability between the similar vehicle available to the market at the time of bid.

The following is a description of the chassis that will meet the minimum requirements of this specification and it is expressed as minimums. In addition, the chassis shall comply to paragraphs B.1 through C.19 of CAAS Ground Vehicle Standard for Ambulance

- Standard 4x4 Dual Wheel Cab Chassis
- Preferred Equipment Package
- Ambulance Prep Package
- GVWR: 13,200 LB to 14,000 lb.
- Wheel-Base 158.0" to 169.0"
- Heavy-Duty Front and Rear Springs w/Front Stabilizer Bar
- Heavy-Duty Shock Absorbers
- Rear Axle: Limited Slip Wide Track with a ratio of 3.73:1 to 4.10
- Dual Rear Wheels
- Dual OEM Heavy Duty Batteries
- Dual OEM Alternators w/Internal Voltage Regulators
- Duramax 6.6 diesel or 6.7 power stroke diesel with heavy duty cooler
- OEM Engine Block Heater. This heater shall be wired to the 110V Shoreline Input on the Modular Body
- Premium Cloth Interior Seats and Trim Captain Chairs
- Fuel Tank: 40 gallons
- Tires and Rims: (7) LT 235/80R 17E or LT245 BSW as 17 Radial Blade Sidewall Tires. OEM Standard Steel Vented Rims. Spare tire and wheel w/ tire changing tools
- Transmission: Automatic w/Heavy Duty Transmission Oil Cooler
- Air Conditioning with Heavy-Duty Cooling Package and Heavy-Duty Radiator
- Glass Shall Be OEM Tinted Glass that meets all the requirements of CAAS Ground Vehicle Standard for Ambulance
- OEM Duel Electric Horns
- Exterior Mirrors shall be OEM installed powered controlled telescoping mirrors w/built-in convex mirrors w/OEM electric controls
- AM-FM Stereo
• Cruise Speed Control
• Tilt Steering
• Power Door Locks, Windows, and Interval Select Windshield Wipers
• Chrome Front Bumper
• Polished Aluminum Diamond Plate Running Boards w/ Front Splash Shields
• Keyless Entry
• OEM Suspension
• OEM Chassis Rubber Floor Covering (NO CARPETING ALLOWED)
• Rear Mud Flaps
• Front License Plate Bracket
• Phoenix Stainless Wheel Simulators w/ air fills
The following paragraphs are requirements the chassis must comply with. These refer to specific sections of CAAS Ground Vehicle Standard for Ambulance and it is up to the responding bidder to confirm that the vehicle he is bidding meets these requirements. Should the delivered vehicle not comply with these sections, the bid SHALL NOT BE ACCEPTED.

Chassis/Frame
Vehicle Lubrication
Power Unit, Engine
Power Unit
Engine, Low Temperature Starting
Power Unit Components
Oil Filter
Air Filter
Air Pollution Control
Fuel System
Cooling System
Exhaust System
Drive Train
Drive Train Components
Automatic Transmission
Driveline
Brake Systems, Service, and Parking
Special Traction (read end) Differential
Shock Absorbers
Suspension
Spring Stops
Steering
Wheels
Tires
Tire Chain Clearance
Wheel/Tire Balancing
Electrical System and Components
Electrical System
The ambulance electrical system shall be equipped with, but not limited to the following: dual identical 12-volt batteries, generating, starting, lighting, ignition, visual and audible warning systems, specified electronics equipment, and devices including master consoles located in the cab and patient compartments, and other specified accessory wiring. The electrical systems and equipment shall comply with all applicable FMVSS, including Federal Motor Carrier Safety Regulations (FMCSR), and shall also conform to all the applicable SAE recommended standards and practices whether or not specifically referenced in these subparagraphs herein. All electrical and electronic components shall be selected to minimize electrical loads, thereby not exceeding the vehicle’s generating system capacity. All electrical system components and wiring shall be readily accessible through access panels for checking and maintenance. The cab shall be provided with a dash mounted control panel designed to house all electrical controls and switches. All cab control switches, indicators, and gauges shall be mounted in decorative steel panels mounted to the control panel. The gauges shall be internally illuminated. The emergency master switch shall be a paddle type switch having a white translucent label with red nomenclature. Master switch backlighting shall be controlled by the leadlight rheostat. The remainder of the function switches shall be rocker type switches having translucent labels with black nomenclature. All switch labels shall be permanently engraved and back lighted. Backlighting for these switches and indicators shall be on only when the master switch is on. All switches shall have an internal pilot light to indicate when the switch is on, except circuits which require a DPDT switch or circuits that would be directly affected by "back-feed" through the indicator lamp. All exterior housings of lamps, electronic devices, and fixtures shall be corrosion resistant, and weatherproofed. Electrical fixtures attached to the sides of the ambulance below the 75-inch level shall be near flush mounted, not to protrude more than three (3) inches, except for such items as spotlights, speakers, and ventilators.

All electrical devices and equipment installed which produce RFI, shall have the proper filters, suppressors, or shielding to prevent electromagnetic radiation and the resultant interference to radios and other electronic equipment. Vehicles equipped with electronic engine controls shall be immune from interference caused by radio transmissions.
Warning Indicators

The electrical system shall incorporate a warning light panel located on the control console.

1. Patient compartment door ajar warning light. This shall be a flashing red light and has a raised lens approximately ½ inch in diameter.
2. Exterior compartment door open warning light. This shall be a red steady burning light of same size as above.
3. Battery indicator light. There shall be provided 1 green rectangular light indicating which position the battery selector switch is in. This light shall have a surface area equal to ½ inch.

Electronic displays that are visible in all ambient light, that projects narrative information may be used in lieu of discrete, colored, indicator/warning lights, provided the projected message is at least as visible as the basic required warning light and complies with FMVSS 101 for displays. The use of “high intensity” LED’s in lieu of the 13mm warning light is acceptable. Warning indicators shall be identified and marked.

Wiring Installation

The ambulance body and accessory electrical equipment shall be served by circuit(s) separate and distinct from vehicle chassis circuits. All wiring provided by the ambulance manufacturer shall be copper conform to all the SAE J1292 requirements and shall have type SXL or GXL high temperature cross linked polyethylene, or better, insulation conforming to SAE J1127 and J1128. The use of multi conductor or ribbon cables are permitted provided they are not exposed to under hood or under vehicle temperatures/conditions. The wiring shall be permanently color coded or marked the entire length of the wire for identification with easily read numbers and/or letters and routed in conduit or high temperature looms with a rating of 149 deg. C (300 deg. F). When cables are supplied by a component manufacturer to interconnect system components, these cables need not be continuously color coded/identified. They shall be coded/identified at the termination or interconnection points. All added wiring shall be located in accessible, enclosed, protected locations and kept at least 15 cm (6 in) away from exhaust system components. Electrical wiring and components shall not terminate in the oxygen storage compartment except for the oxygen-controlled solenoid, compartment light, and switch plunger or trigger device. Wiring necessarily passing through an oxygen compartment shall be protected from damage. All conduits, looms, and wiring shall be secured to the body or frame with insulated metal cable straps in order to prevent sagging and movement which results in chafing, pinching, snagging, or any other damage.
All apertures on the vehicle shall be properly grommeted for passing wiring and conform to SAE 1292. All items used for protecting or securing the wiring shall be appropriate for the specific application and be standard automotive, aircraft, marine, or electronic hardware. Cable ties shall not be used to support harnesses, but may be used for bundling purposes. Electrical Panels that are accessible to accidental contact shall have a protective cover, shield, etc. to prevent shorts that can result in injury, fire, or damage to the electrical system.

**Wiring Criteria**

All wiring (including grounds), devices, switches, outlets, etc., except circuit breakers, shall be rated to carry at least 125 percent of the maximum ampere load for which the circuit is protected.

A service loop of wire or harness shall be provided at all electrical components, terminals, and connection points that permits at least two replacements of the wire(s) termination. All splices and terminals provided shall comply with SAE J162, J561, or J928 as applicable. All wiring between the cab/chassis and module in Type I and III ambulances shall be connected to a terminal strip(s), block(s), or multi-pin connector(s) near the point of entry to the patient module. All terminals shall be permanently numbered or coded. Terminal strip(s), block(s), or multi-pin connector(s) shall be readily accessible for checking and service. All exterior wiring to lights or any other component shall utilize sealed connectors or splices.

The ambulances electrical system shall incorporate a master circuit breaker panel with circuit breakers or other electronic, non-disposable, current protection devices, in each circuit, which comply with SAE J553 Type I, or Type III (if circuit breaker is readily accessible for resetting by the driver or EMT). When multiconductor cables/ribbon cables are used for low current (self-limiting) circuits, additional fuses/circuit breakers are not required. Additionally, one 15 ampere circuit breaker shall be provided for future use. For high current circuits, where SAE Type I breakers are not commercially produced, protection for these circuits may be provided with other types of circuit breakers. All circuit breakers shall be securely mounted, easily removable, and readily accessible for inspection and service. All electrical and electronic components, switches, connectors, circuit breakers, lamps, and indicators, including the vehicle batteries, shall be marked with an easily read identification code number and/or letter. Compete, highly-legible, wiring diagrams and schematics, including identification codes and parts list for the ambulance's standard and optional equipment furnished, shall be included in the service manual and be supplied with each ambulance.

**Printed Circuits**

When Printed Circuits are utilized, they shall conform to IPC A-610D. Printed Circuit boards shall be securely mounted and protected from physical damage and accidental shorts. Printed Circuit board connections and components shall conform to all other specification requirements.
Grounding

Dedicated grounds for all appliances, circuits, etc. shall be furnished. The use of appliance mounting screws/hardware shall not be used for grounding purposes unless specifically designed for such use by the appliance manufacturer.

RF Grounding

To provide RF grounding and minimize potential interference with chassis manufacturer’s computers, the module and chassis cab shall be connected to the chassis frame with a separate dedicated minimum 19 mm (3/4”), braided ground strap with soldered ends that are secured to cleaned metal surfaces on the body and frame with star washers, etc. To prevent corrosion, both ends of the attached ground strap then be sealed with either rustproofing compounds or non-hardening battery terminal sealer. (Note: regular stranded copper wire, while providing a DC ground, does not provide RF grounding.)

Windshield Wipers and Washers

As specified under chassis requirements.

Electrical generating Systems

Automatic Throttle

The ambulance shall be equipped with an automatic engine “high idle” control, and it shall be installed and shall function.

Voltmeter and Voltage Monitor

A voltmeter illuminated for nighttime operation shall be furnished. The electrical system shall be monitored by a system that provides an audible and visual warning in case of the low voltage to persons in the ambulance of an impending electrical system failure caused by the excessive discharge of the batteries. The charge status of the battery shall be determined by direct measurement of the battery voltage. The alarm shall sound if the system voltage at the battery drops below 11.8V for 12V nominal for more than 120 seconds.

Battery System

The vehicle shall be supplied with at least a dual 12-volt battery system. The battery system shall be wired in accordance with CAAS Ground Vehicle Standard for Ambulance OEM Specifications. There shall be provided a protective cover plate to prevent foreign objects from shorting the terminals.
Battery Charger/Conditioner
Shall be as described in CAAS Ground Vehicle Standard for Ambulance Portable Equipment Charging Circuit
Shall be as described in CAAS Ground Vehicle Standard for Ambulance Internal 12V DC Power
Shall be as described in CAAS Ground Vehicle Standard for Ambulance Master Disconnect Switch
Shall be as described in CAAS Ground Vehicle Standard for Ambulance 125 Volt AC Power
Shall be as described in CAAS Ground Vehicle Standard for Ambulance Utility Power Connector
Shall be as described in CAAS Ground Vehicle Standard for Ambulance Electrical 125 VAC Receptacles
Shall be as described in CAAS Ground Vehicle Standard for Ambulance Inverter for ONBOARD 125 V AC Power
Shall be as described in CAAS Ground Vehicle Standard for Ambulance

The vehicle shall be prewired and have installed either a Dimension 12/1200 ABT or a Vanner 20-1050 inverter with transfer switch. The remote control for the inverter shall be located on the patient compartment instrument console. The inverter compartment shall be vented.

Driver Compartment Controls

The driver’s compartment controls shall be located on the vehicle’s dashboard, with the exception of the battery switch which shall be located on the left side of the driver’s seat base. The meter disconnect switch shall be supplied with a handle or knob which feels different to the touch than the other switches.

A DRIVER COMPARTMENT SWITCH SHALL BE PROVIDED AND WIRED SUCH THAT WHEN ACTIVATED WILL OVERRIDE THE OFF SETTING ONLY OF THE REAR HEATER/AC CAUSING THE REAR BLOWER TO OPERATE.

Patient Compartment Controls

All switches and controls for the patient compartment, except those for the heat/air unit, shall be located on a service panel in the action area. These switches shall be of the same design and construction as found in the driver’s console. These switches shall not be activated unless the master switch found in the driver’s console is in the “ON” position.
Marking of Switches

All switches, indicators, and control devices supplied by the manufacturer shall employ permanently engraved white translucent labels. These shall be backlit and shall be activated when the master switch is "ON". Decals or other "stick-on" labels are NOT ACCEPTABLE.

Electromagnetic Radiation and Suppression

Electrical components, electronic equipment, and devices used and installed on the ambulance, in addition to all subsystems (chassis, warning systems, etc.), shall be electromagnetic radiation suppressed, filtered, or shielded to prevent interference to radio and telemetry equipment aboard the vehicle and the surrounding area. The RFI of the completed ambulance shall not exceed the maximum limits in SAE J551. The bidder shall provide documents from an independent testing laboratory certifying that the vehicle he is bidding will comply to this requirement.

Lighting, Ambulance Exterior and Interior

Ambulance Exterior Lighting

The ambulance exterior lighting shall conform to FMVSS Standard 108, and the requirements herein, and include: amber front and rear directional signal and hazard warning lights, front and rear side marker lights, backup light(s), loading light(s), and clearance lamps.

Ambulance Emergency Lighting

The emergency lighting system must provide the vehicle with 360 degrees of visual warning conspicuity. The system must display highly perceptible and attention getting signals that function in a modal system, and convey the message in the PRIMARY CODE "Clear the Right-of-Way" and in the SECONDARY MODE "Hazard Vehicle stopped on Right-of-Way". Both the front and rear facing emergency lights shall flash red then clear while in the primary mode. The system shall not impose an electrical load exceeding 40 amperes.

Emergency Lighting System Configuration

The ambulance standard emergency warning light system shall contain a minimum of twenty (24) fixed red lights, one (1) fixed clear light, and one (1) fixed amber light. The upper body warning lights shall be mounted at the extreme upper corner areas of the ambulance body, below the horizontal roof line. The single clear light shall be entered between the front facing, red upper corner lights. The single amber light shall be centered between the two (2) rear facing red lights.
The red (grill) lights shall be located at least 30" above the ground and below the bottom edge of the windshield and shall not obstruct air flow to the engine compartment. The lateral facing intersection lights shall be mounted as close as possible to the front upper edge of each front fender. All flashing lights shall be LED with flanges and clear lens when not in operation.

Photometric and Physical Requirements
Shall meet requirements as described in CAAS Ground Vehicle Standard for Ambulance.

Hardware, Construction, Switching Arrangements

The emergency lighting system shall be comprised of components and devices that comply to the general requirements and test of SAE J575g, J576d, and J551. Warning lights shall be firmly fastened to reinforced body surfaces. All switches, connectors, and wiring shall be rated to carry a minimum of 125 percent of their maximum ampere load. The emergency light switches shall be wired and arranged to provide the warning light signal modes and combinations as specified in CAAS Ground Vehicle Standard for Ambulance. All emergency light switches shall be labeled and each Primary/Secondary mode switch shall have an amber indicator light to show the driver which mode is activated. All warning light control switches shall be located in the dash mounted control panel.

Tests, Warning Light System

To confirm that the vehicle's warning light system complies with the requirements of these specifications and with CAAS Ground Vehicle Standard for Ambulance, documents shall be provided from an independent testing laboratory that will certify that the vehicle meets these requirements. Bids that DO NOT include these documents shall NOT be considered.

Flood and Loading Lights

There shall be two (2) parabolic scene lights located on each side of the body (total of four (4). These lights shall be mounted on the body and shall be angled at 15 degrees in order to provide maximum light diffusion. Controls for the scene lights shall be in the dash mounted control and shall control each set of two (2) rear loading lights which shall provide a minimum of 800 candle power and shall illuminate the area surrounding the back-loading door(s). The lights shall produce a light pattern equivalent to a #4419 sealed beam. The loading light(s) shall be mounted on the body and shall be angled at 15 degrees like the scene lights. The loading light shall automatically be activated when the rear door(s) is (are) opened or the vehicle placed in a reverse mode. These lights shall be LED or bid as accessory on accessory page.
Ambulance Interior Lighting

The interior lighting shall comply with requirements of CAAS Ground Vehicle Standard for Ambulance.

Patient Compartment Illumination

The patient compartment shall be provided with six (6) overhead “dual intensity” LED lights. There shall be three (3) lights located over the “primary” patient area and three (3) over the squad bench. These lights shall be recessed into the patient compartment headliner. These lights shall not protrude more than 1.5 inches. The lights shall have “dual element” bulbs for two (2) levels of lighting. The “high” or brightest mode shall meet the illumination requirements of CAAS Ground Vehicle Standard for Ambulance and the “low” or dimmer mode shall be provided for the patient’s comfort. Certification shall be provided by an independent testing laboratory that the required patient compartment illumination is provided. In addition to the overhead lighting, there shall be controlled by a switch in the rear console. There shall be provided a stepwell light for the lights over the stepwell shall be automatically lighted.

Cab/Body Driver Compartment and Equipment
Shall meet the requirements of CAAS Ground Vehicle Standard for Ambulance.

Driver’s Compartment, Cab
The vehicle’s cab shall meet the requirements listed in this specification and in CAAS Ground Vehicle Standard for Ambulance.

Cab/Body Provision
The ambulance cab shall meet the requirements listed under the cab/Body section of this specification as well as in CAAS Ground Vehicle Standard for Ambulance.

Cab Seating
The cab seating shall meet the requirements of CAAS Ground Vehicle Standard for Ambulance. There shall be full seat track travel for both front seats.

Controls and Operating Mechanism
All controls and operating mechanisms shall meet the requirements of CAAS Ground Vehicle Standard for Ambulance.

Outside Rearview Mirrors
The vehicle shall be provided with exterior mirrors as required in CAAS Ground Vehicle Standard for Ambulance.
Bumpers and Steps

The chassis manufacturer’s standard chrome bumper shall be furnished on the front of the chassis. Rear step shall be aluminum anti-slip open tread and to be able to support a test weight of 500 pounds without flexing. The rear step bumper shall have rubber dock safety pads mounted on it for backing.

Fenders

There shall be fender extensions over the dual rear tire openings. These shall be made of polished aluminum or polished stainless steel.

Running Boards

There shall be aluminum diamond plate running boards going from the rear of the front wheel well to the front of the modular box on both sides. All running boards shall be securely attached to the vehicle. All running boards shall be gusseted and supported to prevent flexing, sagging, and damage so as to hold a person’s weight. The front section shall flare up and provide protection as a stone guard.

Mud Flaps

There shall be matching heavy rubber stone guards on the back of the rear wheel opening. These shall be at least wide as the rear tires as per SAE J682.

Fuel Fill, Splash Plates

There shall be installed a drain in the fuel fill housing and a stainless-steel plate, starting at the fuel fill housing and continuing to the bottom of the module, as per purchaser’s specifications.

Technician Seating

Seating for the EMT shall consist of a contoured one piece “high back” bucket seat with a heavily padded backrest to provide protection to the attendant, and shall be provided with a seat belt for the attendant. There shall be a storage area under the seat with a door. The seat shall be mounted and secured as specified in CAAS Ground Vehicle Standard for Ambulance.

Patient Compartment Interior Dimensional Parameters

The ambulance shall meet the following as minimum requirements:

LENGTH: Length measured from the partition to the inside edge of the rear loading doors at the floor shall be at least 142 inches. There shall be at least 25 inches and not more than 30 inches of unobstructed space at the head of the primary patient, measured from the face of the backrest of the EMT seat to the forward edge of the Style I cot.
WIDTH: The width of the patient compartment, after installation of cabinets, shall provide at least 44 inches between the left wall and the face of the squad bench.

HEIGHT: The patient compartment shall provide at least 68 inches of height over the primary area measured from floor to ceiling.

Body, General Construction
As per CAAS Ground Vehicle Standard for Ambulance.

Ambulance Body Structure
As per CAAS Ground Vehicle Standard for Ambulance.

Body Mounting
As per CAAS Ground Vehicle Standard for Ambulance.

Doors
As per CAAS Ground Vehicle Standard for Ambulance.

Door Latches, Hinges and Hardware
As per CAAS Ground Vehicle Standard for Ambulance.

Floor
As per CAAS Ground Vehicle Standard for Ambulance.

Floor Coverings and Color
The floor covering shall be as described in CAAS Ground Vehicle Standard for Ambulance.

Stepwell (inside door)
The curbside door stepwell shall be automatically lit when the door is opened.

Wheel Housings
Shall be as specified in CAAS Ground Vehicle Standard for Ambulance.

Insulation
The entire body, sides, ends, and roof of the patient compartment shall be completely insulated to enhance the performance of the environmental systems, and prevent external noise from entering the vehicle interior. The insulation shall be a non-settling type, vermin-proof, mildew-proof, fire retardant, non-toxic, and non-hygroscopic. If fiberglass insulation is used, it shall not be exposed to water, e.g. door panels.
Interior Surfaces

The interior of the patient compartment shall be free of all sharp projections. Exposed edges and corners shall be broken with a radius or chamber or shall be covered with a stainless steel or seamless material as per purchaser's approval. The finish of the entire patient's compartment, including storage cabinets and equipment, shall be impervious to soap and water disinfectants, mildew and shall be fire-resistant. The color of the interior finish shall be of the customers' choice from samples furnished by the successful vendor.

Interior Storage Accommodations

The interior of the patient compartment shall provide but not be limited to a minimum volume of 35 cubic feet of enclosed storage cabinetry, compartment space and shelf space which shall be conveniently located for medical supplies, devices or other equipment. All interior cabinets shall be fully lined inside with white Formica. Carpet, wood, or other linings are unacceptable. Refer to interior drawings for detail information as to cabinet size and location. Compartment sliding doors shall be hinged with pneumatic hold-opens for easy cleaning and loading.

Location of Equipment and Supplies

The equipment and supplies necessary for airway care, artificial ventilation, oxygenation, and suction shall be within easy reach of the technician at the head of the stretcher.

Interior Compartment w/ Exterior Access

As specified by the purchaser.

Waste and Sharps Disposal

Size and types as specified by the purchaser and CAAS Ground Vehicle Standard for Ambulance, locations shall be approved by the purchaser.
Storage Cabinets Design
Storage cabinets, drawers and kits shall be easily opened, but shall not come open in transit. Where specified (see drawings), the storage cabinets shall have shatterproof Plexiglas doors set in felt lined metal track. This track shall be attached to the inside edge of the compartment. The Plexiglas used in these compartments shall be at least $\frac{1}{4}$" thickness. There shall be adjustable shelves in the cabinets. The cabinets shall be of $\frac{3}{4}$" plywood or aluminum and shall be covered on all outside and inside surfaces. These cabinets shall be firmly anchored (bolted) to the tapping plates found in the ambulance structure. All interior storage cabinets with sliding Plexiglas doors shall also be equipped with hinged fronts with full length piano hinge. It shall be hinged on the top and be equipped with pneumatic hold opens on each side, with one (1) interior positive catch bottom center to keep the front from opening while the vehicle is in motion.

The attendant's work or "action area" shall be finished in brushed aluminum. There shall be a light mounted in this area and shall be controlled by a switch found on the attendant's console.

The oxygen compartment shall be designed and function as described in CAAS Ground Vehicle Standard for Ambulance. There shall be provided certifications from an independent testing laboratory that the oxygen system has passed oxygen system pressure tests and to AMO Standard 003 Oxygen Tank Retention System. The oxygen cylinder holder shall be able to secure either an "M" or "H" size cylinder in a vertical position.

Squad Bench, Seats and Backrests
Shall be as specified in CAAS Ground Vehicle Standard for Ambulance.

Seat Belts
Shall be as specified in CAAS Ground Vehicle Standard for Ambulance.

Litter Fasteners and Anchors
Shall be as specified in CAAS Ground Vehicle Standard for Ambulance.

Oxygen, Main Supply
The ambulance shall have a hospital type piped oxygen system capable of storing and supplying a minimum of 3,000 liters of medical oxygen. The cylinder controls shall be accessible from inside the vehicle. The pressure gauge shall be visible from either the EMT's seat or from the squad bench. Oxygen shall be piped to self-sealing duplex oxygen outlet station located in the action area. There shall be a third outlet located on the squad bench side of the ambulance. The oxygen system shall consist of a reducing valve, pressure regulator having at least $02000$ PSI range, and be preset to $50$ PSI. This regulator shall be capable of supplying the on-board oxygen needs as well as a heart/lung resuscitator, if necessary.

Suction Aspirator, Primary Patient
The vehicle shall be supplied with an on-board aspirator. This unit shall have an Ohio quick connect outlet in the action area. The collection canister shall be a Bemis 1200ml with a wall mount.

Environmental, Climatic and Noise Parameters
The ambulance environmental controls (air conditioning and heat) shall be specified in CAAS Ground Vehicle Standard for Ambulance.

Antenna, Cable and Mounting
A full ground plane shall be installed in cab roof large enough for three (3) antennas with proper grounding to the frame.

Siren
The ambulance shall be equipped with a Whelen Model 295HFSA7 siren. Two (2) 100-watt speaker shall be installed outside the vehicle, recessed in the area below and behind the front bumper. The speakers shall not protrude beyond the face of the bumper. Integrated grill speaker systems which have approval for General Motors Co. may be substituted.

Miscellaneous Equipment
The ambulance shall be provided with the following miscellaneous equipment:

A. “No smoking Oxygen Equipped” signs; conspicuously placed in the cab and patient compartments.

B. Overhead grab rail; minimum sixty (60) inches long, maximum four (4) inch depth, on the ceiling over the primary patient.

C. Back up alarm; audible warning device activated when the vehicle is shifted into and/or moving in reverse.

D. Fire extinguisher; two (2) ABC dry chemical, multi-purpose, minimum five (5) pound unit in a quick-release bracket.

Color, Paint and Finish
The ambulance shall be painted in accordance with requirements of CAAS Ground Vehicle Standard for Ambulance. This paint shall be used for the entire vehicle. The stripe shall be completely around the vehicle including the hood, and shall be done in Scotch lite, colors and graphics are to be chosen by purchaser. The Scotch lite striping must be installed by a vendor approved by the purchaser. All lettering and striping must be reflective.
Color Standards

Shall be as described in CAAS Ground Vehicle Standard for Ambulance.

Emblems and Markings

Shall conform to those required by CAAS Ground Vehicle Standard for Ambulance. These shall be delivered with the vehicle and installed by a vendor approved by the purchaser. All striping, lettering and decals shall be done according to the purchaser's design and must be reflective.

Markings, Date Plates, Etc.

Shall conform to the requirements of CAAS Ground Vehicle Standard for Ambulance.

QUALITY ASSURANCE PROVISIONS

The supplier/manufacturer is obligated to prove that the vehicle, ambulance components and equipment offered/provided meet or exceed the requirements of the specification of the compliance to CAAS Ground Vehicle Standard for Ambulance.

There shall be PROVIDED WITH the bid, copies of the test documents and a LETTER FROM THE INDEPENDENT TESTING LABORATORY PERFORMING THE TESTS certifying that the following tests have been performed and PASSED. Test documents or certifications from the manufacturer or from any source other than an independent testing laboratory SHALL NOT BE ACCEPTED. Any bid not complying with this requirement shall not be considered and will be REJECTED.
ACCESSORIES

In addition to the requirements of this specification, the following items shall be separately priced for possible inclusion in final order.

- Wig-Wag Headlights
- Cast Products Model 2008 recessed, overhead mount IV hanger, two (2) mounted, per customer choice location
- Cot plates to protect vinyl floor but sealed against blood-borne pathogens. Set for a Stryker 6506 and Powerload
- Laerdal compact suction unit disposable collection container, carrying case one (1)
- Hobbs Engine Hour meter, mounted per our choice of location
- Security locked compartment in patient compartment, buyer’s choice of location
- Dark window tinting all doors
- Rubber matting in all exterior compartments and exterior shelves
- Ferno Model 521 universal cylinder holder, two (2)
- Kussmaul auto eject shore line plug
- Pro-vision, Model TV-605A rear vision backing system
- Stryker Power-Load system with 6500 cot compatibility kit
- Whelen M7 Series linear Super-LED light head with clear lens and flash red with chrome plated flanges mounted above the rear wheel wells, two (2)
- Whelen LINZ6 light head with clear lens and flash red with chrome plated flanges mounted above the rear wheel wells, two (2)
- Stryker Model 6506 with PR Cot Retaining Post, Powerload Compatible Option, XPS Option, Pocketed Back Rest Pouch, Head End Storage Flat, Equipment Hook, 2 Stage IV Pole PR Option, Fowler 02 Bottle Holder.

NON-COLLUSIVE AGREEMENT

State of ________________________________

County of ________________________________

Project ________________________________
MUNICIPAL ORDER REGARDING BID FOR PURCHASE OF ONE
(1) 2019 FORD 350 TYPE I, 6.7 LITER DIESEL, MEDIC 1
AMBULANCE FOR THE AMBULANCE SERVICE FROM MID-
AMERICA AMBULANCE & COACH SALES, CAMPBELLsville,
KENTUCKY, IN THE AMOUNT OF $153,939.00

WHEREAS, the Henderson Ambulance Service has issued invitations to bid for the
purchase of one (1) 2019 Ford F350 Type I, 6/7 Liter Diesel, Medic ambulance for the Henderson
Ambulance Service; and

WHEREAS, bids were submitted pursuant to said invitation, and were publicly
opened on March 23, 2020, with Mid-America Ambulance & Coach Sales, Campbellsville,
Kentucky, submitting the best bid; and

WHEREAS, the City Manager is not recommending approval of this purchase at this
time due to the uncertain financial conditions the City is currently facing as a result of the COVID-
19 pandemic.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky,
award is hereby made to Mid-America Ambulance & Coach Sales, 285 Martin Luther King Jr.
Boulevard, Campbellsville, Kentucky, 42718, for the purchase of one (1) 2019 Ford F350 Type I
Medic 6.8L diesel frontline ambulance in the amount of $153,939.00 in strict accordance with its bid
as submitted on March 23, 2020, with the City’s portion of the purchase price being up to $71,969.50
after state grant of $10,000.00 is applied.

BE IT FURTHER RESOLVED, that this award is conditioned upon the County of
Henderson paying one-half (1/2) of the purchase price.

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 and Mayor Austin, affixed his signature and the date thereto and ordered that the same
be recorded.
MUNICIPAL ORDER NO. 23-18

ATTEST:

Maree Collins, CKMC,
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 23 DAY OF APRIL, 2019.

By:  
Dawn S. Kelsey
City Attorney
EXECUTIVE ORDER NO. 03A-20

AMENDED EXECUTIVE ORDER PROVIDING FOR ADMINISTRATIVE LEAVE FOR 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, the expected peak of COV-19 case is not expected until at least April 24, 2020 so that social distancing will be required at least through the beginning of May 2020; 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] three pay periods beginning March 23, 2020 and ending [April 19, 2020] May 3, 2020
6. In the event that a nonessential employee working from home as designated by the City in paragraph 5 or an essential employee as designated by the City in paragraph 6 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 ____ day of [March] April 2020.

Steve Austin, Mayor
City of Henderson

ATTEST:

Maree Collins,
City Clerk