

City of Henderson, Kentucky
Board of Commissioners
Tuesday, March 24, 2026, 3:00 P.M.

Please take notice that as Mayor of the City of Henderson, Kentucky, I hereby call a meeting of the Board of Commissioners to be held on **Tuesday, March 24, 2026, at 3:00 p.m.**, with the primary location shall be designated as the third-floor assembly room, 222 First Street, Henderson, Kentucky. One or more members of the Board of Commissioners may participate via video teleconference and the meeting will be broadcast to the public. The meeting will be live streamed on the city's website: <https://www.hendersonky.gov/CivicMedia>; Facebook and You Tube.

This meeting will be conducted as a video teleconference meeting as allowed under KRS 61.826. 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 purpose of this meeting is for the following:

AGENDA

1. Roll Call:
2. Recognition of Visitors:
3. Appearance of Citizens:
4. Proclamations:

Presentations: Community Spotlight
 Recognition of New Employees
 Henderson Veterans Memorial Foundation

5. Public Hearing:
6. Consent Agenda:
Minutes:

Resolutions & Municipal Orders:

Resolution Approving Human Resources Report Dated March 24, 2026

Resolution Authorizing Submission and Acceptance, if Awarded, of a G.R.A.N.T. Program Matching Funds Grant

Resolution Authorizing Submission and Acceptance, if Awarded, of a FY2026 Crumb Rubber/Tire Derived Products Grant Application to Kentucky Energy and Environmental Cabinet

Municipal Order Authorizing Renewal of Housing Authority Lease for Dixon Hall Facility - 341 S. Adams Street

7. Ordinances, Municipal Orders & Resolutions:

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

Second Readings:

First Readings: Ordinance Accepting Public Utility Improvements – *Potable Water, Sanitary Sewer and Storm Sewer Systems – Bentley Point, Section 2*

Municipal Orders: Municipal Order Approving First Addendum to Memorandum of Understanding with the Center for Addiction Recovery of Henderson, Inc. (CARH)

Resolutions: Resolution Authorizing Participation in the Green River Wellness Mission – Innovative Readiness Training (IRT) Program and Approving Contribution

8. Bids & Contracts: Municipal Order Awarding Bid for Mowing I-69 Properties
Municipal Order Awarding Bid for Mowing Wathen Lane Property
9. City Manager’s Report: United Way Funding Applications
10. City Attorney’s Report:
11. Unfinished Business:
12. Commissioner’s Reports:
13. Appointments:
14. Miscellaneous:
15. Executive Session:
16. Adjournment:

**City Commission Memorandum
26-80**

March 18, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners
FROM: Dylan H. Ward, City Manager DHW
SUBJECT: Presentations

Items scheduled under the Presentations section of the March 24, 2026, regular meeting agenda are as follows:

I. Community Spotlight

This award seeks to honor a member or members of our community whose efforts have made a lasting impact on the City of Henderson.

II. Recognition of New Employees

The following newly hired employees will be introduced:

- Donte Starks, Sanitation Worker, Public Works;
- Luke Cates, Communications Officer, Emergency Communications;
- Rad Mattingly, Water Treatment Operator I, HWU.

III. Henderson Veterans Memorial Foundation

Tom Davis, President of the Henderson Veterans Memorial Foundation, and other members of the Foundation will be in attendance to discuss the proposed Veterans Memorial Park project.

**City Commission Memorandum
26-81**

March 20, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: Consent Agenda

The Consent Agenda for the regular meeting of March 24, 2026, contains the following:

Resolutions and Municipal Orders:

Resolution Accepting Human Resources Report Dated March 24, 2026, and Approving all Actions Contained Within

Resolution Authorizing the City of Henderson's Application for and Acceptance of Funding in the Amount of \$132,039.00 From the Government Resources Accelerating Needed Transformation (G.R.A.N.T.) Program to Support the Safe Streets and Roads for All (SS4A) Action Plan and Supplemental Planning Project, Reducing the City's Local Match to \$3,961.00, and Authorizing the Mayor to Execute all Necessary Documents

Municipal Order Authorizing the Submission of a FY 2026 Crumb Rubber/Tire Derived Product Grant Application to the Kentucky Energy and Environmental Cabinet for \$31,100.00 in Funding for Crumb Rubber Surfacing at Community Park, with a City Match of \$16,600.00, Accepting the Funds if Awarded, and Authorizing the Execution of all Necessary Documents

Municipal Order Authorizing Lease Between the City of Henderson and the Housing Authority of Henderson, Kentucky, for the Dixon Hall Facility Located at 341 S. Adams Street, Henderson, Kentucky; and Authorizing Mayor to Execute Same on Behalf of City

City Commission Memorandum
26-82

March 17, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: Resolution Approving Human Resources Report

The accompanying resolution approves the Human Resources Report dated March 24, 2026.

The Human Resources Report will serve to ensure the Board of Commissioners is fully aware of the status of employment positions including new hires, position changes, recent separations, and current vacancies within the City's workforce. A draft of the Human Resources Report is attached to the Resolution.

Your approval of the attached resolution is requested.

c: Megan McElfresh
Dawn Kelsey

Human Resources Memorandum
26 – 09

March 18, 2026

TO: Dylan Ward, City Manager
FROM: Megan McElfresh, Human Resources Director
SUBJECT: HR Report for the March 24, 2026 Commission Meeting

Attached is Human Resources report for the referenced Board of Commission meeting.

Megan M Russelburg
Megan McElfresh Russelburg
Human Resources Director

Attachment

Board of Commission HR Report - 3.24.26

NEW HIRES and POSITION CHANGES

Name	Department	Job Title	Date
Donte Starks*	Public Works	Sanitation Worker	3/9/2026
Luke Cates*	Emergency Communications	Communications Officer	3/9/2026
Rad Mattingly*	HWU	Water Treatment Operator I	3/23/2026

**delineates new employees*

SEPARATIONS

Name	Department	Job Title	Date
Haley Guth	Emergency Communications	Communications Officer	3/2/2026
Jacob Shah	HWU	IT Systems Administrator	3/9/2026
Betty Smithhart	Finance	Office Assistant	3/31/2026

CURRENT JOB POSTINGS

Administration	Mass Transit	Bus Operator
	Engineering	Engineer
Emergency Communications		Communications Officer
Fire		Lateral Firefighter
Gas		Gas System Equipment Operator
Public Works	Public Way Improvement	Crew Worker
Parks & Recreations	Atkinson Pool	Aquatics Supervisor - Seasonal
		Cashier - Seasonal
		Lifeguard - Seasonal
		Senior Lifeguard - Seasonal
Police		Lateral Police Officer
		Police Officer - Testing on 5/2/2026

www.governmentjobs.com/careers/cityofhenderson

RESOLUTION NO. _____

**RESOLUTION ACCEPTING HUMAN RESOURCES REPORT
DATED MARCH 24, 2026, AND APPROVING ALL ACTIONS
CONTAINED WITHIN**

WHEREAS, Human Resources provides an important function for the City of Henderson in the hiring and separation of employees; and

WHEREAS, the employees of the City are the lifeline for the efficient operation of the City in the service of its citizens; and

WHEREAS, the attached Human Resources Report dated March 24, 2026, serves to ensure the Board of Commissioners is fully aware of the status of employment positions including new hires, position changes, recent separations, and current vacancies within the City's workforce.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the attached Human Resources Report dated March 24, 2026, is accepted, and all actions contained within are hereby approved.

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

Commissioner Hargis: _____	Commissioner Whitt: _____
Commissioner Thomas: _____	Mayor Staton: _____
Commissioner Pruitt: _____	

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

Bradley S. Staton, Mayor

Date: _____

ATTEST:

Jessa Brandon, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 18TH DAY OF
MARCH 2026.**

By: _____
Dawn S. Kelsey, City Attorney

Human Resources Memorandum
26 - 09

March 18, 2026

TO: Dylan Ward, City Manager
FROM: Megan McElfresh, Human Resources Director
SUBJECT: HR Report for the March 24, 2026 Commission Meeting

Attached is Human Resources report for the referenced Board of Commission meeting.

Megan M Russelburg
Megan McElfresh Russelburg
Human Resources Director

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Board of Commission HR Report - 3.24.26

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Parks & Recreations	Atkinson Pool	Aquatics Supervisor - Seasonal
		Cashier - Seasonal
		Lifeguard - Seasonal
		Senior Lifeguard - Seasonal
Police		Lateral Police Officer
		Police Officer - Testing on 5/2/2026

www.governmentjobs.com/careers/cityofhenderson

City Commission Memorandum
26-91

March 19, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: Grant Resources Accelerating Needed Transformation (GRANT) Program – Safe Streets and Roads for All Matching Funds

The attached resolution authorizes the submittal of a grant application to the Government Resources Accelerating Needed Transformation (GRANT) program. These funds will be provided if the required non-federal match for the Safe Streets for All (SS4A) Action Plan recently awarded by the U.S. Department of Transportation.

The GRANT Program, administered by the Kentucky Cabinet for Economic Development, was established to assist local governments in meeting non-federal matching requirements for competitive federal grants.

The City is seeking authority to submit an application to the GRANT program to cover approximately forty-seven percent (47%) of the required non-federal match for the SS4A grant. If awarded, this funding would reduce the City's local match obligation to \$3,961.00.

If the GRANT application is successful, total project funding is anticipated to include \$544,000.00 from the SS4A grant, \$132,039.00 from the GRANT Program, and \$3,961.00 in local funds, for a total project cost of \$680,000.00. Securing these funds will ensure compliance with federal requirements while minimizing the impact on the City's budget.

For additional project details, please refer to the attached Project Coordinator Memorandum 26-04.

Your approval of the attached resolution is respectfully requested.

c: Chelsea Mills
Jeannie Quatrocchi

Project Coordinator Memorandum
26-04

March 18, 2026

TO: Dylan H. Ward, City Manager

THROUGH: William L. "Buzzy" Newman, Assistant City Manager *WLN*
Jenna Basham, Project Manager *JLB*

FROM: Jeannie Quattrocchi, Project Coordinator *JNQ*

SUBJECT: **G.R.A.N.T program application – Safe Streets for All**

The Government Resources Accelerating Needed Transformation (GRANT) Program was created through House Bill 9 to assist with non-federal matching requirements for competitive federal grants. The program is administered through the Kentucky Cabinet for Economic Development.

The City of Henderson is applying for a G.R.A.N.T program grant to cover a portion of the cost share for the Safe Streets for All (SS4A) Action Plan and supplemental planning project that was awarded through the Department of Transportation.

The City of Henderson is requesting \$132,039.00 from the Government Resources Accelerating Needed Transformation program which will cover 47% of the original federal match required for the Safe Streets for All grant. The local match will decrease to \$3,961.00 if awarded.

GRANT Program Requested Funds	\$132,039.00
Safe Street for All Grant Award	\$544,000.00
City of Henderson match	\$3,961.00
Total	\$680,000.00

Permission is being requested to apply for the Government Resources Accelerating Needed Transformation grant.



Just the Facts:

Government Resources Accelerating Needed Transformation (GRANT) Program

April 2025

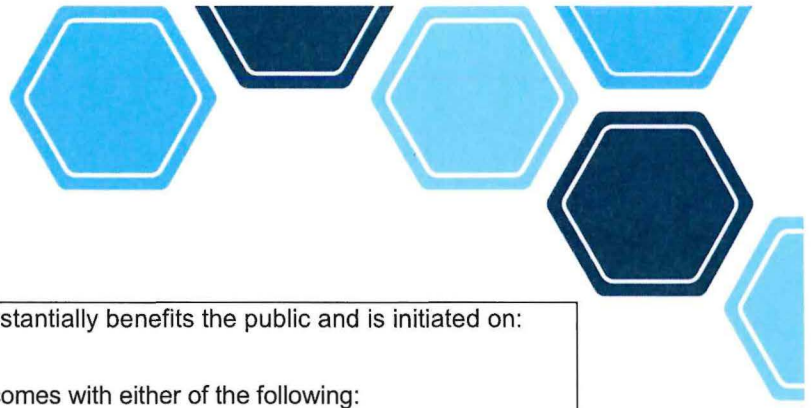
This fact sheet provides an overview of the Government Resources Accelerating Needed Transformation (GRANT) Program. For a full discussion of the program requirements, please see KRS 154.14 and the website at <https://ced.ky.gov/grant>. The GRANT Program is administered by the Cabinet for Economic Development (Cabinet), and the Cabinet will determine the terms, conditions and requirements of applications seeking match awards.

Applicants with potential projects and the intent to submit applications to access federal grant resources that are in the public interest and for a public purpose may seek funding assistance for the proposed project through the GRANT Program. The Cabinet is not providing assistance in preparing and/or completing applications for federal grant resources. The following organizations are available to assist applicants in identifying available federal grant opportunities and preparing the federal grant applications:

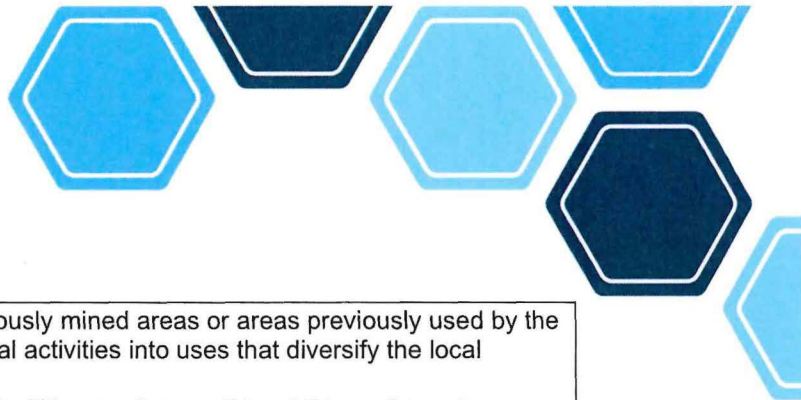
- Kentucky Council of Area Development Districts
- Local Area Development Districts
- Local Public Institutions in the Postsecondary Education System

The GRANT Program is a competitive process and is meant to be transformative. Meeting evaluation criteria or being the sole applicant in a city, county or 501(c)(3) nonprofit charitable organization does not guarantee funding. Actual awards for eligible applicants are determined by the results of the Scoring Criteria, ranking and availability of funding.

Key Program Definitions	
Eligible Grant Applicant	<p>An eligible grant applicant is</p> <ul style="list-style-type: none"> • a county or city governing body; • any entity organized in Kentucky providing public services through law enforcement, fire, emergency medical rescue, waterfront development, a water utility, or a waste water utility to persons domiciled in Kentucky; or • a 501(c)(3) nonprofit charitable organization engaged in public benefits improvements.
Eligible Project	<p>Meets requirements for a federal grant offered or administered by a qualifying federal entity that:</p> <ul style="list-style-type: none"> • Requires a local match; or • Is a Delta Regional Authority project that includes language explicitly stating that a local match will make an application more competitive.



	<p>A project that benefits the public or substantially benefits the public and is initiated on:</p> <ul style="list-style-type: none"> • Publicly owned property; • Property to be acquired which comes with either of the following: <ul style="list-style-type: none"> ◦ Legally binding letter of intent or option for the sale to an Eligible Grant Applicant; OR ◦ Legally binding sale agreement for the sale to an Eligible Grant Applicant; OR • Private property on which a project is located that is in the public interest, for a public purpose and benefits an eligible community. <p>The Eligible Project is required to have available matching funds for the project based on the county population ranking as provided in KRS 154.14 and satisfy the evaluation criteria defined herein.</p>
<p>Eligible Federal Entity</p>	<p>The federal grant funding must be sponsored/administered by one of the following entities:</p> <ul style="list-style-type: none"> • United States Department of Housing and Urban Development; • Delta Regional Authority; • Domestic Policy Council; • Office of Management and Budget; • United States Department of Energy; • United States Department of the Treasury; • United States Department of the Interior; • United States Department of Agriculture; • United States Department of Commerce; • United States Department of Labor; • United States Department of Health and Human Services; • United States Department of Transportation; • United States Department of Education; • United States Department of Homeland Security; • United States Environmental Protection Agency; • United States Department of the Army; • Appalachian Regional Commission; • National Science Foundation; • Any federal agency, department, or entity that is the successor of an entity listed above.
<p>Eligible Use</p>	<p>The authorized purpose for which an awarded grant may be used depends on the source of funds from the Commonwealth. Eligible use may include, but is not limited to, expenditure in any of the following categories or some combination thereof:</p> <ul style="list-style-type: none"> • Enhance economic vitality, including revitalization of structures with a public purpose or benefit • Promote or develop an artistic or philanthropic purpose • Improve traditional infrastructure, such as water and wastewater treatment facilities, transmission lines, transportation facilities and flood and wastewater management • Create or enhance telecommunications infrastructure, including cellular towers, fiber optic expansion, and technology infrastructure • Promote agricultural activities and development

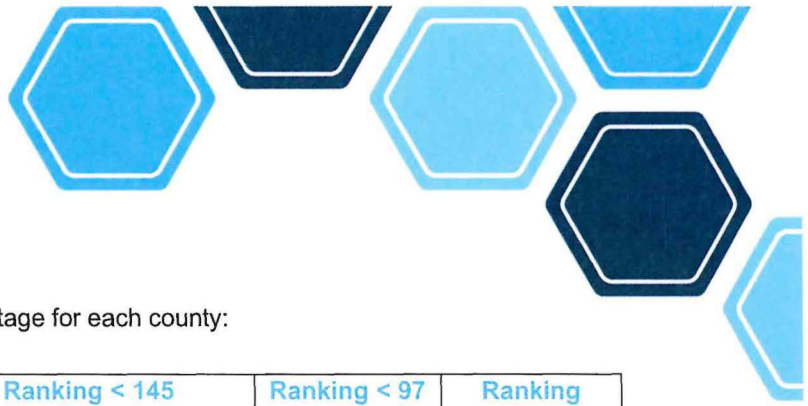


	<ul style="list-style-type: none"> • Enhance development of previously mined areas or areas previously used by the coal industry and other industrial activities into uses that diversify the local economy • Create or expand recreational facilities, such as walking, hiking, all-terrain vehicle, bike trails, picnic facilities, restrooms, boat docking and fishing piers, and athletic facilities • Acquire private property that promotes local economic vitality and housing development and enhancements • Preserve or enhance buildings that are of local historic or economic interest • Restore or create retail facilities, including related service, parking, and transportation facilities, to revitalize decaying downtown areas • Construct or expand other facilities that promote or enhance economic development or tourism opportunities, thereby promoting the general welfare of local residents • Provide facilities and activities for local residents that enhance quality of life, including but not limited to childcare access and public transportation 																																																								
Impact Counties (KRS 154.32-050(2)(b))	<table border="0"> <tr> <td>Adair</td><td>Barren</td><td>Bath</td><td>Bell</td><td>Boyd</td><td>Boyle</td><td>Breathitt</td></tr> <tr> <td>Breckinrdige</td><td>Carter</td><td>Christian</td><td>Clay</td><td>Edmonson</td><td>Elliott</td><td>Estill</td></tr> <tr> <td>Fleming</td><td>Floyd</td><td>Grayson</td><td>Greenup</td><td>Harlan</td><td>Hopkins</td><td>Jackson</td></tr> <tr> <td>Johnson</td><td>Knott</td><td>Knox</td><td>LaRue</td><td>Lawrence</td><td>Lee</td><td>Leslie</td></tr> <tr> <td>Letcher</td><td>Lewis</td><td>Lincoln</td><td>Livingston</td><td>Magoffin</td><td>Martin</td><td>Mason</td></tr> <tr> <td>McCreary</td><td>Meade</td><td>Menifee</td><td>Metclafe</td><td>Montgomery</td><td>Morgan</td><td>Muhlenberg</td></tr> <tr> <td>Ohio</td><td>Owsley</td><td>Perry</td><td>Pike</td><td>Powell</td><td>Pulaski</td><td>Rockcastle</td></tr> <tr> <td>Rowan</td><td>Russell</td><td>Trigg</td><td>Whitley</td><td>Wolfe</td><td></td><td></td></tr> </table>	Adair	Barren	Bath	Bell	Boyd	Boyle	Breathitt	Breckinrdige	Carter	Christian	Clay	Edmonson	Elliott	Estill	Fleming	Floyd	Grayson	Greenup	Harlan	Hopkins	Jackson	Johnson	Knott	Knox	LaRue	Lawrence	Lee	Leslie	Letcher	Lewis	Lincoln	Livingston	Magoffin	Martin	Mason	McCreary	Meade	Menifee	Metclafe	Montgomery	Morgan	Muhlenberg	Ohio	Owsley	Perry	Pike	Powell	Pulaski	Rockcastle	Rowan	Russell	Trigg	Whitley	Wolfe		
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Regional Project	<p>An Eligible Project that is proposed by Eligible Grant Applicants residing or having a primary business address in different counties in Kentucky who submit a single grant application.</p> <p>Applicants participating in a multistate project may submit a regional application.</p>																																																								

County Population Ranking and Required Local Match

KRS 154.14 requires the Cabinet to calculate the County Population Ranking on or before May 1, 2024 and no later than May 1 every two (2) years thereafter. The County Population Ranking is determined by adding the population density ranking to the ten (10) year percentage change in population ranking (both terms defined in statute). The dollar amount of the required local match is the sum of the following calculation for each participating county:

$$\frac{\text{Requested GRANT Program Funding}}{\text{Number of Participating Counties}} \times \text{Local Required Match \%}$$



The table below details the required local match percentage for each county:

Ranking ≥ 193 Local Match of 1% Required	Ranking < 193 and ≥ 145 Local Match of 2% Required		Ranking < 145 and ≥ 97 Local Match of 3% Required		Ranking < 97 and ≥ 49 Local Match of 4% Required	Ranking < 49 Local Match of 5% Required
Ballard	Bell	Robertson	Adair	Logan	Allen	Anderson
Butler	Breathitt	Rockcastle	Bourbon	Lyon	Barren	Boone
Carlisle	Breckinridge	Todd	Bracken	Marion	Bath	Boyle
Crittenden	Caldwell	Trigg	Carroll	Mason	Boyd	Bullitt
Cumberland	Casey	Trimble	Carter	Monroe	Calloway	Campbell
Elliott	Clay	Wayne	Christian	Muhlenberg	Clark	Daviess
Fulton	Clinton	Webster	Edmonson	Nicholas	Gallatin	Fayette
Hickman	Estill		Fleming	Pendleton	Grant	Franklin
Knott	Floyd		Garrard	Perry	Larue	Hardin
Lee	Green		Graves	Russell	Marshall	Jefferson
Leslie	Harlan		Grayson	Washington	McCracken	Jessamine
Lewis	Jackson		Greenup		Meade	Kenton
Livingston	Letcher		Hancock		Mercer	Laurel
Magoffin	Martin		Harrison		Powell	Madison
Owsley	McCreary		Hart		Pulaski	Montgomery
Union	McLean		Henderson		Rowan	Nelson
Wolfe	Menifee		Henry		Simpson	Oldham
	Metcalfe		Hopkins		Taylor	Scott
	Morgan		Johnson		Whitley	Shelby
	Ohio		Knox			Spencer
	Owen		Lawrence			Warren
	Pike		Lincoln			Woodford

Regional projects require the county's local matching funds to be pooled for each county.

Evaluation Criteria

The GRANT Program is only eligible for projects that are in the public interest and the grant funds will be used for a public purpose. Projects that are in the public interest and for a public purpose can include a derivative private benefit if:



- The project will enhance a community or region;
- The granting entity for which the GRANT Program funds matching grant is being used requires a public purpose for the grant eligibility; or
- The Cabinet in its judgment concludes the proposal will enhance the quality of life or services in a community or region

Any area in Kentucky that is eligible for federal grant resources may be eligible for the obligation of state funds under the GRANT Program. Areas within Priority Communities will receive additional points in the scoring process as they are identified in the statute as a priority for the obligation of the GRANT Program matching funds.

The Cabinet shall consider the following in evaluating each project:

- Applicant's eligibility when evaluated against the requirements of the federal grant; and
- Application completeness when evaluated against the requirements of the federal grant

Scoring Criteria

The Cabinet shall develop a scoring system for the project proposed by each match applicant based on the total projected return on investment and the relative positive impact in the community. The scoring system shall include a score in each category and total weighted score, which is the average of the scores in each of the following categories:

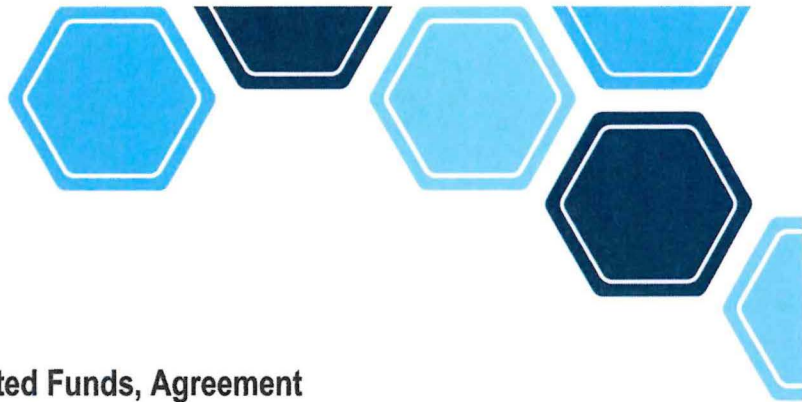
- Projected return on investment the project will yield, which includes an assessment of the following:
 - Likelihood of project completion both with the Cabinet's funding and without
 - Application content when evaluated against the federal grant program's publicly available scoring rubric or evaluation criteria, if any
 - Projected gross economic impact of the proposed project on the community
 - Projected number of jobs created by the proposed project and subsequent impact on the community
 - Determination of the cost of the project based on the cost expended by the Cabinet if it obligates the requested grant amount to the applicant
 - Evidence of community support for the project
 - Likelihood that the applicant can successfully manage the federal grant's administration requirements
 - Likelihood of success based on a federal agency prioritization of a particular applicant
- Overall positive impact the project will have on the surrounding community as evidenced by clear and feasible projected outcomes of the grant-funded project

Funding Maximum

The maximum funding authorized by the General Assembly to fund the GRANT Program is \$200,000,000 and is broken down as follows:

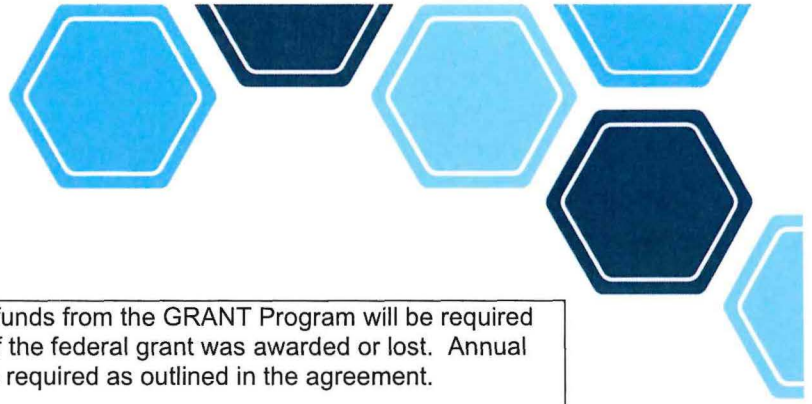
Applicant	Maximum % Available	Maximum Match Awards Available
501(c)(3) nonprofit charitable organization	20%	\$40,000,000
County or City governing bodies	80%	\$160,000,000

The GRANT Program will sunset on December 31, 2026, thus, applications will no longer be accepted after this date.



The Process – Application, Approval/Obligated Funds, Agreement

<p>Pre-Application</p>	<p>Eligible Grant Applicants identify federal grant opportunities to submit an application.</p>
<p>Application Submission Due by the 1st of each month</p>	<p>Eligible Grant Applicants with a potential Eligible Use for an Eligible Project with intent to apply for a federal grant opportunity requiring matching funds will submit an application to the email CED.GRANT2024@ky.gov along with supporting documentation providing details of the proposed project and federal grant opportunity.</p> <ul style="list-style-type: none"> ○ Eligible Grant Applicants with a potential Eligible Use for a Regional Project will submit a single application and supporting documentation providing details of the proposed project. ○ Eligible Grant Applicants qualifying as 501(c)(3) nonprofit charitable organizations will be required to submit a copy of its determination letter from the Internal Revenue Service. <p>A resolution of the city, county, eligible public service entity or 501(c)(3) nonprofit organization is required to be attached to the application authorizing submission of the application and authority to enter into any legal agreements.</p> <p>If the federal grant opportunity is extremely close to the deadline for application, please contact the Area Development District office in your region and ask for assistance to coordinate with the Cabinet for expedited GRANT application consideration.</p>
<p>Review, Score, Rank Finalized by the end of each month if completed application was received without any errors or omissions</p>	<p>Upon receipt of a completed application with required supporting documentation, Cabinet staff will complete the following process for each application:</p> <ul style="list-style-type: none"> ○ Review to determine if the request meets the Evaluation Criteria ○ Score based on the Scoring Criteria ○ Rank to prioritize the greatest return on investment and relative positive impact and based on the project evaluation and project score of at least 60 points <p>GRANT Program awards will be identified by the Cabinet based on the evaluation, score, ranking and available funds.</p>
<p>Notification, Agreement and Decision Month following completion of Review, Score, Rank</p>	<p>GRANT Program awards selected will be sent a letter/notification of award with an agreement for execution. The project will have 30 days from the date of the letter to accept the award. Acceptance of the award will be acknowledged by signing and returning the agreement. Once received, the Cabinet will sign the agreement, and a fully executed agreement will be provided to the awarded entity.</p>



Monitoring / Compliance	<p>Each entity awarded funds from the GRANT Program will be required to notify the Cabinet if the federal grant was awarded or lost. Annual status updates will be required as outlined in the agreement.</p> <p>If the federal grant was lost, the agreement will automatically terminate and the funding will be returned to the available balance for consideration of other projects.</p> <p>If the federal grant was awarded, the entity awarded funds from the GRANT Program will be required to submit disbursement requests and supporting documentation, including the federal award notice. Upon receipt and verification of documentation, funds will be disbursed. Project reporting will continue until the project is completed.</p>
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To learn more, contact:
Kylee Palmer
Kylee.Palmer@ky.gov
Phone: (502) 564-7670
.....

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HENDERSON’S APPLICATION FOR AND ACCEPTANCE OF FUNDING IN THE AMOUNT OF \$132,039.00 FROM THE GOVERNMENT RESOURCES ACCELERATING NEEDED TRANSFORMATION (G.R.A.N.T.) PROGRAM TO SUPPORT THE SAFE STREETS AND ROADS FOR ALL (SS4A) ACTION PLAN AND SUPPLEMENTAL PLANNING PROJECT, REDUCING THE CITY’S LOCAL MATCH TO \$3,961.00, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the Government Resources Accelerating Needed Transformation (GRANT) Program was established through House Bill 9 for the purpose of assisting with non-federal matching requirements for competitive federal grants; and

WHEREAS, the GRANT Program is administered by the Kentucky Cabinet for Economic Development to support communities and organizations in securing vital federal funding; and

WHEREAS, the City of Henderson is applying for funding through the Government Resources Accelerating Needed Transformation (G.R.A.N.T.) Program to cover a portion of the required cost share for the Safe Streets for All (SS4A) Action Plan and supplemental planning project previously awarded through the United States Department of Transportation; and

WHEREAS, upon the recommendation of the City Manager, the City of Henderson is requesting \$132,039.00 from the G.R.A.N.T. Program, which will cover approximately forty-seven percent (47%) of the original federal match required for the SS4A grant, thereby reducing the City’s local match obligation to \$3,961.00 if awarded; and

WHEREAS, the total project funding, if the G.R.A.N.T. is award is anticipated to be \$544,000.00 from the SS4A Grant Award; the (G.R.A.N.T.) Program: \$132,039.00; with the City’s Local Match: \$3,961.00 for a total project cost of: \$680,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson that the application for funding through the Government Resources Accelerating Needed Transformation (G.R.A.N.T.) Program in the amount of \$132,039.00 is hereby approved, and the City Manager is authorized to execute all documents and take any necessary actions to carry out the intent of this resolution.

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

Commissioner Hargis: _____ Commissioner Whitt: _____
Commissioner Thomas: _____ Mayor Staton: _____
Commissioner Pruitt: _____

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

Bradley S. Staton, Mayor

Date: _____

ATTEST:

Jessa Brandon
City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 19TH DAY OF
MARCH 2026.**

By: _____
Dawn S. Kelsey
City Attorney

City Commission Memorandum
26-84

March 18, 2026

TO: Mayor Bradley S. Staton the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: Kentucky Energy and Environmental Cabinet FY2026 Crumb Rubber/Tire Derived Product Grant Application

The attached municipal order authorizes the submission of an application to, and acceptance of if awarded from, the FY2026 Crumb Rubber/Tire Derived Product Grant Program administered by the Kentucky Energy and Environmental Cabinet in the amount of \$31,100.00.

This grant program provides funding for community projects that promote the beneficial reuse of recycled Kentucky waste tires while supporting safe and healthy outdoor activities for residents. Eligible projects include, but are not limited to, landscaping and mulch applications, walking trails, poured-in-place playground surfacing, sidewalks, equestrian mats, tree wells, and other products utilizing recycled tire materials.

If awarded, the funds will be used to replace the existing playground surfacing at Community Park with poured-in-place crumb rubber surfacing. This material is recognized for its durability, shock-absorption, and enhanced safety characteristics, making it a preferred option for playground environments.

The total estimated cost of the project is \$47,700.00. The grant request totals \$31,100.00, with the City providing a local match of \$16,600.00, which includes installation expenses not covered under the grant program.

Approval of the attached municipal order is respectfully requested.

c: Jeannie Quattrocchi
Chelsea Mills
Dawn Winn

Project Coordinator Memorandum

26-03

March 17, 2026

TO: Dylan H. Ward, City Manager

THROUGH: William L. "Buzzy" Newman, Assistant City Manager *WLN*
Jenna Basham, Project Manager *JLB*

FROM: Jeannie Quattrocchi, Project Coordinator *JNQ*

SUBJECT: **2026 Crumb Rubber/Tire Derived Products Grant Application**

The Kentucky Energy and Environment Cabinet has released the 2026 Crumb Rubber/Tire Derived Products grant application. The grant will fund community projects that promote the use of recycled Kentucky waste tires, and help support healthy, outdoor activities for Kentucky families. Funding is available for landscaping/mulch projects, walking trails, poured-in-place playgrounds, sidewalks or other surfaces, horse trailer or stall mats, tree wells or other products utilizing recycled Kentucky tires.

The proposed project for this grant will replace the current playground surfacing at Community Park with poured-in-place crumb rubber playground surfacing. Poured-in-place playground surfacing is durable, soft, and shock-absorbent making it one of the safest playground surfacing options.

The estimated total cost for the project is \$47,700. This grant provides a 75/25 match; however, installation costs are not covered, increasing the city's portion to approximately 35%. The grant request will total \$31,100 with the city contributing a match of \$16,600.

Crumb Rubber/Tire Derived Products Grant	\$31,100
City of Henderson	\$16,600
Total	\$47,700

This project is currently unbudgeted but is proposed as a project in the FY27 budget. Funding would be allocated from the Parks and Recreation account (10.35.451.4307). If awarded, it is proposed to include an ADA sidewalk from the parking lot to the playground entrance.

Permission is being requested to apply for the Crumb Rubber/Tire Derived Products grant.

Grant Funding Available to Support Clean, Healthy Communities

ON [FEBRUARY 2, 2026](#) BY [KYDEPIN](#) [UNCATEGORIZED](#)

Application deadline is April 1, 2026

FRANKFORT, Ky. (Feb. 2, 2026) – Today, Team Kentucky announced that proposals are now being accepted for community projects that promote the use of recycled Kentucky waste tires to help support healthy, outdoor activities for Kentucky families. Projects may include landscape mulch projects, walking trails, poured-in-place playgrounds, sidewalks or other surfaces, horse trailer or stall mats, tree wells, picnic tables, benches and more.

“This has become one of our most popular grant programs,” said Energy and Environment Cabinet Secretary Rebecca Goodman. “It decreases the amount of waste in our landfills, lowers the emissions caused by producing new materials for the same projects, and promotes a more effective alternative for our communities.”

Projects that are not eligible for grants include athletic field or loose crumb-rubber playground applications, tire-derived aggregate, tire-derived fuel, rubber-modified asphalt or civil engineering projects.

Grant funding comes from the Waste Tire Trust Fund, established in 1998 by the Kentucky General Assembly to receive fees collected from new tire sales. The applicant will provide matching funds equal to at least 25 percent of the project cost.

Applications must be received by 4:30 p.m. EDT on Wednesday, April 1, 2026, via email to lisa.evans@ky.gov. The application and any supporting documentation are required for the project to be considered for funding.

For more information, contact Lisa Evans at 502-782-6355 (office), 502-330-6829 (cell) or lisa.evans@ky.gov. Additional information and the grant application are online at <https://eec.ky.gov>.

###

MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER AUTHORIZING THE SUBMISSION OF A FY 2026 CRUMB RUBBER/TIRE DERIVED PRODUCT GRANT APPLICATION TO THE KENTUCKY ENERGY AND ENVIRONMENTAL CABINET FOR \$31,100.00 IN FUNDING FOR CRUMB RUBBER SURFACING AT COMMUNITY PARK, WITH A CITY MATCH OF \$16,600.00; ACCEPTING THE FUNDS IF AWARDED, AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS.

WHEREAS, the Kentucky Energy and Environmental Cabinet is receiving Grant Applications for the FY 2026 Crumb Rubber/Tire Derived Products to fund community projects that promote the use of recycled Kentucky waste tires, and help support healthy, outdoor activities for Kentucky families; and

WHEREAS, the grant requires a 25% percent match by the City; and

WHEREAS, the City is committed to improving recreational facilities for its residents, particularly by enhancing safety and accessibility at Community Park; and

WHEREAS, the City's proposed project for the grant will be to replace the current playground surfacing at Community Park with poured-in-place crumb rubber playground surfacing; and

WHEREAS, the estimated cost for this project is \$47,700.00 with the grant request for \$31,100.00 and the City's match of \$16,600.00 (which includes additional installation costs that are not covered in the grant).

NOW THEREFORE, BE IT ORDERED, that the City of Henderson, Kentucky, authorizes the submittal of a FY 2026 Crumb Rubber/Tire Derived Product Grant Application to the Kentucky Energy and Environmental Cabinet; acceptance of the funds if awarded, and authorizes the execution of all necessary documents.

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

Commissioner Hargis: _____ Commissioner Whitt: _____
Commissioner Thomas: _____ Mayor Staton: _____
Commissioner Pruitt: _____

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of March 2026.

Bradley S. Staton, Mayor

Date: _____

ATTEST:

Jessa Brandon, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 17TH DAY OF
MARCH 2026.**

By: _____
Dawn S. Kelsey, City Attorney

**City Commission Memorandum
26-83**

March 17, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DAW*

SUBJECT: Housing Authority Lease for Dixon Hall

The accompanying municipal order authorizes a lease between the City of Henderson and the Housing Authority of Henderson for the Dixon Hall facility located at 341 S. Adams Street.

The lease is for a two-year term beginning on April 1, 2026, and ending on March 31, 2028, and is unchanged from previous lease agreements with the Housing Authority for the Dixon Hall facility. No rent is due as it is mutually beneficial for the added police presence in the area.

Your approval of the attached municipal order is requested.

c: Billy Bolin

MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER AUTHORIZING LEASE BETWEEN THE CITY OF HENDERSON AND THE HOUSING AUTHORITY OF HENDERSON KENTUCKY, FOR THE DIXON HALL FACILITY LOCATED AT 341 SOUTH ADAMS STREET, HENDERSON, KENTUCKY; AND AUTHORIZING MAYOR TO EXECUTE SAME ON BEHALF OF CITY

WHEREAS, the City and the Housing Authority have negotiated a lease agreement for the Dixon Hall facility located at 341 South Adams Street, Henderson, Kentucky, which is currently being utilized as a police substation; and

WHEREAS, it is believed to be in the best interest of the City to approve such lease agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the attached Lease Agreement between the City of Henderson, Kentucky and the Housing Authority of Henderson, Kentucky for the Dixon Hall facility located at 341 South Adams Street, Henderson, Kentucky, is hereby approved, and the Mayor is authorized to execute the lease on behalf of the City.

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

Commissioner Hargis:	_____	Commissioner Whitt:	_____
Commissioner Thomas:	_____	Mayor Staton:	_____
Commissioner Pruitt:	_____		

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of March 2026.

ATTEST:

Bradley S. Staton, Mayor
Date: _____

Jessa Brandon
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 11TH DAY OF MARCH 2026.

By: _____
Dawn S. Kelsey, City Attorney

LEASE AGREEMENT
DIXON HALL-341 S. Adams Street
Police Substation

THIS LEASE AGREEMENT is made and entered into this 1st day of April, 2026, by and between the **HOUSING AUTHORITY OF HENDERSON**, 111 South Adams Street, Henderson, Kentucky 42420, hereinafter referred to as the **LESSOR**, and the **CITY OF HENDERSON**, 222 First Street, Henderson, KY 42420, hereinafter referred to as the **LESSEE**.

1. **PREMISES LEASE** The Lessor hereby leases to the Lessee the facility known as Dixon Hall located at 341 South Adams Street, Henderson, Kentucky, 42420, the said facility being approximately 1800 square feet in size.

2. **TERM** The term of this lease shall be for 2 (two) year(s), beginning on April 1, 2026 and ending on March 31, 2028. However, either party may end the term of this lease provided the party desiring to end the term of the lease gives a thirty day (30) written notice through certified mail to the other party.

3. **CONSIDERATION** The Lessee shall not be required to pay rent for its use of the premises during the term of this lease. The Lessor will benefit from this agreement by the increased security for its tenants because of the added police presence in the area.

4. **USE OF FACILITY** The Lessee shall be responsible for any damage or vandalism to Dixon Hall attributable to its use of this facility. The Lessee shall be responsible for janitorial service connected with its use of Dixon Hall and shall keep this facility in a clean and orderly condition. The Lessee shall also be responsible for replenishing bathroom supplies and trash removal.

The Lessor shall not be responsible for any loss, damage, or injuries suffered by the Lessee or those using Dixon Hall, including participants and the general public. The Lessee will hold the Lessor harmless from any demand, lawsuit, judgment, and any claim whatsoever, by any party, arising out of the Lessee's use of the premises.

5. **UTILITIES** The Lessor shall be responsible for payment of electricity, water and sewer charges, and sanitation attributable to the leased premises.

6. **REPAIRS AND MAINTENANCE** The Lessee agrees to keep the leased premises in a good state of repair and shall return it to the Lessor at the end of the term in as good a condition as when initially occupied, reasonable wear and tear excepted. The Lessor shall be responsible for all repairs to the roof and exterior of the building, and of common areas, except for damage or vandalism attributable to the Lessee's use of the facility.

7. **PURPOSE** The Lessee shall use the leased premises as a City of Henderson Police Department Substation and shall not allow its use for any other purpose without the written consent of the Lessor.

8. **AGREEMENT TO NEGOTIATE** At the conclusion of this lease term, the parties agree to the automatic renewal of the lease for an additional two-year period. However, as previously set forth, either party may end the term of this lease provided the party desiring to end the term of the lease gives a thirty day (30) written notice through certified mail to the other party.

9. **LIABILITY AND LIABILITY INSURANCE** The Lessor shall not be liable for loss by failure to keep the premises in repair or from any damage occurring by the failure of the plumbing, gas, water, sewer, or the electrical wiring. The Lessee agrees to indemnify and save the Lessor harmless to the extent provided by Kentucky law at all times from any liability or damage because of injury to employees or to the general public arising out of the occupancy of the leased premises by Lessee, its repair and alterations, or through any defect in said premises. Any personal property in the leased premises shall be kept at the risk of the Lessee only.

The Lessee agrees that at all times during the term of this lease at its own expense to carry public liability and property damage insurance coverage in a responsible insurance company or companies satisfactory to the Lessor and to have coverage extend to protect the Lessor. The Lessee shall furnish the Lessor a certificate of coverage and shall

provide in the insurance contract that their insurance carrier shall give the Lessor, thirty days (30) notice prior to any cancellation of insurance coverage.

10. **FIRE AND EXTENDED COVERAGE INSURANCE** The Lessor shall obtain a fire and extended coverage insurance policy that covers damage to the leased premises.

11. **NO SUBLEASING OR ASSIGNMENT** This lease may not be assigned, nor the premises sublet without the written consent of the Lessor.

12. **POSSESSION** The Lessor agrees to deliver to the Lessee physical possession of the leased premises upon the commencement of the term hereof, and the Lessee agrees to deliver to the Lessor physical possession of the premises upon the termination of the term of this lease or any extension hereof.

13. **NOTICE** All notices, demands and requests that are required to be given to either party shall be submitted in writing. All such notices demands and requests by either party shall be sent to the other at the above addresses or at such other place as either party may from time to time designate in writing.

14. **ENTIRE AGREEMENT** It is distinctly understood between the parties hereto that all agreements and understanding of any character heretofore have between them are embodied in this instrument and no changes shall be made herein unless the same shall be in writing and duly acknowledged by the parties.

15. **PARTIES BOUND** Terms, conditions and provisions of this lease shall inure to and be binding upon the Lessor and Lessee and their respective successors.

16. **ATTORNEY FEES** In regard to the enforcement of this agreement, any party in default of this lease shall pay all reasonable costs, including attorney fees, of the party not in default.

IN WITNESS WHEREOF, the parties have signed this lease on the day and date first above written.

LESSOR: HOUSING AUTHORITY OF HENDERSON

BY: Bobbie W. Jarrett

LESSEE: CITY OF HENDERSON

BY: _____

State of Kentucky

The foregoing Lease was acknowledged before me by Bobbie W. Jarrett,
of the HOUSING AUTHORITY OF HENDERSON, as LESSOR, this 4th day of
March, 2026.

My commission expires: 7/8/2028

Shannon Kavanagh 10281
Notary Public

State of Kentucky

The foregoing Lease was acknowledged before me by _____
of the CITY OF HENDERSON, as LESSEE, this _____ day of
_____, 2026.

My commission expires: _____

Notary Public

City Commission Memorandum
26-92

March 19, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: Accept Public Utility Improvements - Bentley Point, Section 2

An item for consideration at the Tuesday, March 24, 2026, meeting is first reading of an ordinance accepting potable water, sanitary sewer and storm sewer system improvements as part of the Bentley Point, Section 2 development on Barret Boulevard.

Included in this acceptance for the sanitary sewer system is installation of 2,054 linear feet of 8-inch SDR 35 PVC; 203 linear feet of 8-inch SDR 26 PVC; 11 manholes installed. Installation for the storm sewer system includes 200 linear feet of 15-inch RCP; 30 linear feet of 18-inch RCP; 30 linear feet of 24-inch RCP; 30 linear feet of 26-inch RCP; 134 linear feet of 15-inch HDPE; 289 linear feet of 18" HDPE; 346 linear feet of 24-inch HDPE; 341 linear feet of 30-inch HDPE; 186 linear feet of 36-inch HDPE; and 30 linear feet of 42-inch HDPE for a total of 25 installed structures. Installation for the potable water system includes 2,081 linear feet of 8" PVC C900; the installation of 6 8-inch valves, 3 6-inch valves, 3 hydrants, and one automatic release valve.

These improvements were constructed by Jagoe Homes as part of the Bentley Point, Section 2 development on Barret Boulevard.

The new improvements are in accordance with the public improvement specifications and regulations and were recommended for acceptance at a meeting of the Water and Sewer Commission held on March 16, 2026.

Your approval of the attached ordinance is respectfully requested.

c: Bart Boles
Dawn Kelsey

Date: 16 March 2026

Memo To: Mayor Brad Staton
Henderson City Commissioners

From: Bart Boles
HWU General Manager



Subject: Bentley Point Section 2
Stormwater, Potable Water,
and Sanitary Sewer System
Improvements

At its meeting on 16 March, the Water and Sewer Commission passed a Resolution (copy attached) approving the acceptance into our Stormwater, Potable Water, and Sanitary Sewer systems, the improvements constructed by **Jagoe Homes**, as part of the Bentley Point, Section 2 development. This allows section 2 of the Bentley Point development at the end of Barret Boulevard to have access to our Stormwater, Potable Water, and Sanitary Sewer systems.

This work is now complete, and the stormwater, potable water, and sanitary sewer infrastructure has been installed, inspected, and approved for acceptance.

If you have any questions or need further information on this or any other matter, please feel free to call me at 270.869.6614 (Office) or 270.875.2409 (Cell).

Re: Dylan Ward, City Manager
Wm. (Buzzy) Newman, Asst. City Mgr
Dawn S. Kelsey, City Attorney
Matt Calvert, HWU Chief Engineer

**WATER AND SEWER COMMISSION of the CITY OF HENDERSON
RESOLUTION OF THE BOARD OF COMMISSIONERS**

Resolution No. 2026 - 04

**Acceptance of Bentley Point Subdivision Section 2 Stormwater,
Sanitary Sewer and Potable Water Improvements**

The following Resolution was duly adopted by the Board of Commissioners of the Water & Sewer Commission of the City of Henderson at a regular meeting held on Monday, 16 March 2026, at which meeting a quorum was present.

BE IT RESOLVED, that the Water and Sewer Commission of the City of Henderson by and through its Board of Commissioners, under the authority granted to the Commission under Chapter 23 Article II Division 3 Sections 23-36 through 23-45.2 of the City Code of Ordinances, hereby recommends to the Board of Commissioners of the City of Henderson, Kentucky, that the City of Henderson accept certain public utility improvements as recommended by the staff of the Water and Sewer Commission, and herewith transmitted to the City, to with:

Bentley Point Subdivision Section 2

Sanitary Sewer Inventory

Total LF of 8" SDR 35 PVC = 2,054

Total LF of 8" SDR 26 PVC = 203

Number of installed manholes = 11

(SSMH 207, 208, 209, 301, 301A, 302, 303, 304, 305, 306, 309)

Phase 2 Sanitary Construction Cost: \$270,290.11

Storm Sewer Inventory

Total LF of 15" RCP = 200

Total LF of 18" RCP = 30

Total LF of 24" RCP = 30

Total LF of 36" RCP = 30

Total LF of 15" HDPE = 134

Total LF of 18" HDPE = 289

Total LF of 24" HDPE = 346

Total LF of 30" HDPE = 341
 Total LF of 36" HDPE = 186
 Total LF of 42" HDPE = 30
 Number of installed structures = 25
 (CI 199, CI 197, AD 331A, CI 331, CI 329, CI 327, CI 333, CI 333A, MH 325, MH 321, FES 323, DCI 319, DCI 317, AD 315, AD 313B, MH 313A, MH 335, CI 337)
Phase 2 Storm Construction Cost: \$458,289.29

Potable Water Inventory


Total LF of 8" (PVC C900) = 2,081
 Number of installed 8" valves = 6
 Number of installed 6" valves = 3
 Number of hydrants installed = 3
 Number of Automatic Release Valve = 1
Phase 2 Water Construction Cost: \$257,449.32

All these facilities are complete, in operation, and ready for acceptance

The General Manager is hereby authorized to deliver this Resolution to the City of Henderson.

IN WITNESS WHEREOF, having come before the Board of Commissioners on Monday, 16 March 2026, and upon Motion made by Commissioner Gary Jennings, and seconded by Commissioner Brenna Caudill, the Board of Commissioners voted as follows:

	<u>AYE</u>	<u>NAY</u>
Commissioner, Paul Bird, Jr.	✓	_____
Commissioner, Chris Smith	✓	_____
Commissioner, Steve Austin	✓	_____
Commissioner, Gary Jennings	✓	_____
Commissioner, Brenna Caudill	✓	_____



 Matt Calvert
 Director of Engineering
 Henderson Water Utility



 Bart Boles
 General Manager
 Henderson Water Utility

[External]Re: Fw: [External]12330 - Bentley Point Phase 2 - Sanitary As-built and Utilities Inventory

From Manuel Ball <manuel.ball@jagoehomes.com>

Date Tue 3/3/2026 12:22 PM

To Calvert, Matt <matt.calvert@hkywater.org>

 1 attachment (6 MB)

12330_Bentley Point PH2_Sanitary As-built_20260204.pdf;

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

Jago Home respectfully requests that HWU assume maintenance of the public sanitary sewer, storm sewer, and water infrastructure installed for **Bentley Point – Phase 2**.

Attached is the sanitary sewer as-built, and below is the full utility inventory for your review. If everything looks acceptable, I can forward the package to Matt. Please let me know if you have any questions or if additional documentation is needed.

Sanitary Sewer Inventory

Total LF of 8" SDR 35 PVC = 2,054

Total LF of 8" SDR 26 PVC = 203

Number of installed manholes = 11

(SSMH 207, 208, 209, 301, 301A, 302, 303, 304, 305, 306, 309)

Phase 2 Sanitary Construction Cost: \$270,290.11

Storm Sewer Inventory

Total LF of 15" RCP = 200

Total LF of 18" RCP = 30

Total LF of 24" RCP = 30

Total LF of 36" RCP = 30

Total LF of 15" HDPE = 134

Total LF of 18" HDPE = 289

Total LF of 24" HDPE = 346

Total LF of 30" HDPE = 341

Total LF of 36" HDPE = 186

Total LF of 42" HDPE = 30

Number of installed structures = 25

(CI 199, CI 197, AD 331A, CI 331, CI 329, CI 327, CI 333, CI 333A, MH 325, MH 321, FES 323, DCI 319, DCI 317, AD 315, AD 313B, MH 313A, MH 335, CI 337)

Phase 2 Storm Construction Cost: \$458,289.29

Potable Water Inventory

Total LF of 8" (PVC C900) = 2,081

Number of installed 8" valves = 6

Number of installed 6" valves = 3

Number of hydrants installed = 3

Number of Automatic Release Valve = 1

Phase 2 Water Construction Cost: \$257,449.32

Please feel free to contact me with any additional questions or concerns.

Manuel Ball
VP of Land



Where Life Happens.

Main: 270-684-0639
3624 Wathens Crossing
Owensboro, KY 42301



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On Tue, Mar 3, 2026 at 8:29 AM Calvert, Matt <matt.calvert@hkywater.org> wrote:

Manuel,

Just wanted to let you know that our next board meeting is on March 16th. If you can get us the items requested below by March 11th I can get this added the agenda.

Thanks,

Matt Calvert, PE
Director of Engineering



Henderson Water Utility
WATER • WASTEWATER • STORMWATER

1383 Commonwealth Drive
Henderson, KY 42420
Office: 270-826-2824
Mobile: 270-993-2863
matt.calvert@hkywater.org

From: Calvert, Matt <matt.calvert@hkywater.org>
Sent: Thursday, February 5, 2026 2:30 PM
To: Alejandro Mojica <AlejandroM@morleycorp.com>
Cc: Manuel Ball <manuel.ball@jagoehomes.com>
Subject: Re: [External]12330 - Bentley Point Phase 2 - Sanitary As-built and Utilities Inventory

Alejandro,

We see no issues with the submitted as-builts or the inventory list.

Manuel,

Please submit your request for HWU to assume maintenance and include the inventory list. Also, submit the cost of construction for the sanitary sewer, potable water and the storm sewer.

If you can provide us with those items we should be able to take this to our February 16th board meeting for acceptance.

Thanks,

Matt Calvert, PE
Director of Engineering



Henderson Water Utility
WATER • WASTEWATER • STORMWATER

1383 Commonwealth Drive
Henderson, KY 42420
Office: 270-826-2824
Mobile: 270-993-2863
matt.calvert@hkywater.org

From: Alejandro Mojica <AlejandroM@morleycorp.com>
Sent: Thursday, February 5, 2026 11:50 AM
To: Calvert, Matt <matt.calvert@hkywater.org>
Cc: Manuel Ball <manuel.ball@jagoehomes.com>
Subject: [External]12330 - Bentley Point Phase 2 - Sanitary As-built and Utilities Inventory

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Matt,

Attached is the sanitary sewer as-built and below is the inventory for sanitary sewer, storm sewer, and potable water for Phase 2 at Bentley Point. Please let me know if you have you need anything else.

Sanitary Sewer Inventory

Total LF of 8" SDR 35 PVC = 2,054
Total LF of 8" SDR 26 PVC = 203
Number of installed manholes = 11
(SSMH 207, 208, 209, 301, 301A, 302, 303, 304, 305, 306, 309)

Storm Sewer Inventory

Total LF of 15" RCP = 200
Total LF of 18" RCP = 30
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Total LF of 15" HDPE = 134
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Total LF of 30" HDPE = 341
Total LF of 36" HDPE = 186
Total LF of 42" HDPE = 30
Number of installed structures = 25 (CI 199, CI 197, AD 331A, CI 331, CI 329, CI 327, CI 333, CI 333A, MH 325, MH 321, FES 323, DCI 319, DCI 317, AD 315, AD 313B, MH 313A, MH 335, CI 337)

Potable Water Inventory

Total LF of 8" (PVC C900) = 2081
Number of installed 8" valves = 6
Number of installed 6" valves = 3

Number of hydrants installed = 3
Number of Automatic Release Valve = 1

Thank you,

Alejandro Mojica, P.E. (TN, IN)
Manager - Nashville Office



2603 Elm Hill Pike – Suite I, Nashville, TN 37214
o:615.988.7668 m:812.431.9336

alejandrom@morleycorp.com

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ORDINANCE NO. _____

ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS

SUMMARY: ORDINANCE ACCEPTING PUBLIC UTILITY IMPROVEMENTS (POTABLE WATER, SANITARY SEWER, AND STORM SEWER SYSTEMS) FOR BENTLEY POINT SECTION 2 (DEER VALLEY SUBDIVISION, LLC) BEING CONSTRUCTED AT THE END OF BARRET BOULEVARD IN THE CITY OF HENDERSON

WHEREAS, at a meeting of the Water and Sewer Commission of the City of Henderson, held on March 16, 2026, it was recommended that certain public utility improvements (potable water, sanitary sewer, and storm sewer systems) for Bentley Point, Section 2 (Deer Valley Subdivision, LLC) being constructed at the end of Barret Boulevard in the City of Henderson be accepted; and

WHEREAS, said improvements have been made in accordance with public improvements specifications and regulations.

NOW, THEREFORE, BE IT ORDAINED by the City of Henderson, Kentucky, that the City hereby accepts certain public utility improvements (potable water, sanitary sewer, and storm sewer systems) for Bentley Point, Section 2 (Deer Valley Subdivision, LLC) being constructed at the end of Barret Boulevard which consists of the following:

Sanitary Sewer Inventory

Total LF of 8" SDR 35 PVC = 2,054

Total LF of 8" SDR 26 PVC = 203

Number of installed manholes = 11

Storm Sewer Inventory

Total LF of 15" RCP = 200

Total LF of 18" RCP = 30

Total LF of 24" RCP = 30

Total LF of 36" RCP = 30

Total LF of 15" HDPE = 134

Total LF of 18" HDPE = 289

Total LF of 24" HDPE = 346

Total LF of 30" HDPE = 341

Total LF of 36" HDPE = 186

Total LF of 42" HDPE = 30

Number of installed structures = 25

PUBLICATION DATE: _____

FIRST READ: _____

SECOND READ: _____

ORDINANCE NO.

Potable Water Inventory

Total LF of 8" (PVC C900) = 2,081

Number of installed 8" valves = 6

Number of installed 6" valves = 3

Number of hydrants installed = 3

Number of Automatic Release Valve = 1

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

The ordinance shall become effective upon legal adoption.

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

On roll call the vote stood:

Commissioner Hargis: _____	Commissioner Whitt: _____
Commissioner Thomas: _____	Mayor Staton: _____
Commissioner Pruitt: _____	

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

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

WHEREUPON, the vote was called, on roll call the vote stood:

Commissioner Thomas: _____	Commissioner Hargis: _____
Commissioner Pruitt: _____	Mayor Staton: _____
Commissioner Whitt: _____	

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

Bradley S. Staton, Mayor

Date: _____

ATTEST:

Jessa Brandon, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 19TH DAY OF
MARCH 2026.**

By: _____
Dawn Kelsey
City Attorney

**City Commission Memorandum
26-88**

March 20, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DAW*

SUBJECT: First Addendum to Memorandum of Understanding – Center for Addiction Recovery of Henderson, Inc. (CARH)

The attached municipal order seeks approval of the First Addendum to the Memorandum of Understanding (MOU) between the City of Henderson, Henderson County Fiscal Court, and the Center for Addiction Recovery of Henderson, Inc. (CARH).

As you may recall, In June 2024, the parties entered into an MOU to support the implementation of an opioid public education program funded through National Opioid Settlement funds. The original agreement term extended from June 15, 2024, through June 14, 2025. The program has continued beyond the initial term, making it necessary to formally extend the agreement and ratify continuation of services.

The First Addendum retroactively extends the term of the MOU from June 15, 2025, through June 30, 2026. It also provides for continued compensation in the amount of \$70,000.00 annually, to be paid in quarterly installments. These funds will support personnel salaries associated with the Opioid Public Education Program.

Approval of the attached municipal order is respectfully requested.

c: Dawn Kelsey

MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER APPROVING THE FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HENDERSON, HENDERSON COUNTY FISCAL COURT, AND THE CENTER FOR ADDICTION RECOVERY OF HENDERSON, INC.; AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the City of Henderson has received funding from the National Opioid Settlement to be used to combat the opioid crisis in the Henderson community; and

WHEREAS, Center for Addiction Recovery of Henderson, Inc. ("CARH") has been in existence and provided services to individuals struggling with addiction and to their families since 2011; and

WHEREAS, the City of Henderson, Henderson County Fiscal Court, and the Center for Addiction Recovery of Henderson, Inc. (CARH) previously entered into a Memorandum of Understanding in June 2024 for the provision of an opioid public education program funded through National Opioid Settlement funds; and

WHEREAS, the original term of the Memorandum of Understanding commenced June 15, 2024, and continued through June 14, 2025; and

WHEREAS, the parties have continued the program beyond the original term and the desire to extend the agreement and ratify the continuation of services; and

WHEREAS, the First Addendum to the Memorandum of Understanding (Exhibit A) extends the term retroactively from June 15, 2025, through June 30, 2026, provides for continued compensation in the amount of \$70,000 annually paid in quarterly installments, and ratifies all actions taken during the interim period; and

WHEREAS, pursuant to KRS 15.291(5)(b)(22), the use of these funds to provide public education about opioids is an appropriate expenditure of these funds; and

WHEREAS, the City Manager recommends that the First Addendum be approved.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the attached First Addendum to the Memorandum of Understanding between the City of Henderson, Henderson County Fiscal Court, and the Center for Addiction Recovery of Henderson, Inc. is hereby approved; and the Mayor is authorized to execute all necessary documents.

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

Commissioner Hargis: _____ Commissioner Whitt: _____
Commissioner Thomas: _____ Mayor Staton: _____
Commissioner Pruitt: _____

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE
READING,** this the _____ day of March 2026.

Bradley S. Staton, Mayor

Date: _____

ATTEST:

Jessa Brandon, City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 18th DAY OF
MARCH 2026.**

By: _____
Dawn S. Kelsey
City Attorney

FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING

This First Addendum to the Memorandum of Understanding ("Addendum") is made and entered into this ___ day of _____, 2026, by and between the City of Henderson, Kentucky, Henderson County Fiscal Court, and the Center for Addiction Recovery of Henderson, Inc. (CARH).

WHEREAS, the parties previously entered into a Memorandum of Understanding executed in June 2024 regarding the provision of an opioid public education program funded through National Opioid Settlement funds:

WHEREAS, the original Agreement term commenced June 15, 2024 and continued through June 14, 2025:

WHEREAS, the parties have continued the program and desire to extend the term of the Agreement and ratify the continuation of services:

NOW THEREFORE, the parties agree as follows:

1. Extension of Term

The term of the Memorandum of Understanding is hereby extended retroactively beginning June 15, 2025 and continuing through June 30, 2026, unless earlier terminated in accordance with the termination provisions of the Agreement.

2. Ratification of Prior Actions

The parties acknowledge that services contemplated under the Memorandum of Understanding have continued since June 15, 2025, and all actions taken by the parties during that period are hereby ratified and confirmed as if this Addendum had been executed prior to that date.

3. Compensation

Payments to CARH shall continue in accordance with the compensation provisions contained in the original Memorandum of Understanding, including the annual funding amount of \$70,000 paid in quarterly installments, unless otherwise amended by written agreement of the parties.

4. Reporting

CARH shall provide periodic reports regarding its activities and the individuals reached through the program as required under the Memorandum of Understanding. CARH further agrees to cooperate fully with the City of Henderson and Henderson County Fiscal Court in providing any documentation, information, or records necessary for the

City and County to complete any reporting required by the Commonwealth of Kentucky regarding the expenditure of National Opioid Settlement funds.

5. Effect of Addendum.

Except as specifically modified herein, all other terms and conditions of the original Memorandum of Understanding remain unchanged and in full force and effect.

City of Henderson

Henderson County Fiscal Court

Mayor Bradley S. Staton

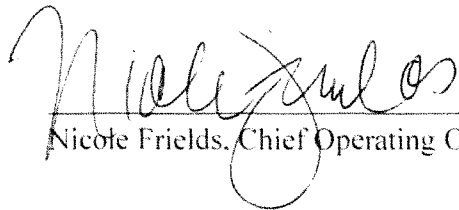
Hon. Brad Schneider, County Judge Executive

Attest:

Jessa Brandon, City Clerk

_____, Fiscal Court Clerk

Center for Addiction Recovery of Henderson



Nicole Fields, Chief Operating Officer

City Commission Memorandum
26-87

March 20, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: Participation in the Green River Area Wellness Mission – Innovative Readiness Training (IRT) Program

The attached resolution authorizes participation in the Green River Area Wellness Mission – Innovative Readiness Training (IRT) Program and approves the City’s financial contribution in the amount of \$35,000.00.

The Delta Regional Authority has entered into a General Services Agreement with the Green River Area Development District (GRADD) to administer the Green River Area Wellness Mission – Innovative Readiness Training (IRT) Program. This initiative delivers essential community services while providing valuable readiness training opportunities through collaboration among military personnel, local governments, and community partners.

The Green River Area Wellness Mission offers significant benefits to residents throughout the region by expanding access to needed services.

Participation in the program requires local financial commitment to support the planning, coordination, and implementation of the mission. Accordingly, the City Manager recommends approval of a \$35,000.00 contribution toward the cost of the program.

Approval of the attached resolution is respectfully requested.

c: Dawn Kelsey

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PARTICIPATION IN THE GREEN RIVER AREA WELLNESS MISSION – INNOVATIVE READINESS TRAINING (IRT) PROGRAM AND APPROVING PAYMENT OF CITY’S CONTRIBUTION

WHEREAS the Delta Regional Authority has entered into a General Services Agreement with the Green River Area Development District (Exhibit A) for the administration of the Green River Area Wellness Mission – Innovative Readiness Training (IRT) program; and

WHEREAS, the Innovative Readiness Training program provides community services and readiness training opportunities through coordination with military personnel, local governments, and community partners; and

WHEREAS, Green River Area Wellness Mission provides valuable services to residents of the region; and

WHEREAS, participation in the program requires local financial support to assist with the planning, coordination, and implementation of the mission; and

WHEREAS, the City of Henderson has agreed to contribute Thirty-Five Thousand Dollars (\$35,000.00) toward the cost of the mission; and

WHEREAS, the City Manager recommends that the City approve this payment.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, The City of Henderson hereby agrees to participate in the Green River Area Wellness Mission – Innovative Readiness Training (IRT) program as described in the agreement with the Green River Area Development District and the Delta Regional Authority, and authorizes the City to contribute \$35,000.00 toward the costs associated with the Innovative Readiness Training mission and the Mayor is authorized to execute any documents necessary to effectuate the City’s participation in the program and to process payment of the City’s contribution.

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

Commissioner Hargis: _____	Commissioner Whitt: _____
Commissioner Thomas: _____	Mayor Staton: _____
Commissioner Pruitt: _____	

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

Bradley S. Staton, Mayor
Date: _____

ATTEST:

Jessa Brandon
City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 18TH DAY OF
MARCH 2026.**

By: _____
Dawn S. Kelsey

Delta Regional Authority General Services Agreement

1. Parties. The parties to this contract are the Delta Regional Authority (DRA) (hereinafter “Agency” or “DRA”) and Green River Area Development District (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for the Agency to engage the Contractor to administer the Green River Area Wellness Mission, an Innovative Readiness Training as a Lead Community Partner for the Agency.
3. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “A”, captioned “Scope of Services”, which is attached hereto and made a part hereof by reference.
4. Consideration. As consideration for the performance of the services referenced in Exhibit “A”, the Agency agrees to compensate Contractor as described in the attached scope of work attached at Exhibit A.
5. This contract will become effective for the period beginning December 1, 2025 and ending on June 30, 2026, upon the approval and signature of the parties hereto. The Agency has the option to renew the contract as long as the contract was entered into on or before one year prior to the appointed term, and the period of performance ends no later than the end of appointed term of the current binding authority.
6. Method of Payment. Contractor agrees to accept payments referenced in Paragraph 4, “Consideration,” to be paid as billed by Contractor, upon review and approval by Agency. Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than July 15, 2026, with monthly invoices to be submitted on the 15th of each month. Contractor is classified as an independent contractor and not a contractual employee of the Agency. As such, any compensation due and payable to Contractor will be paid as gross amounts. Contractor invoices shall be submitted to the Agency as set forth in Paragraph 19.
7. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for DRA. Nothing contained herein shall be deemed or construed by DRA, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DRA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DRA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DRA and Contractor.

Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DRA. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor.

Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by DRA for its employees.

8. Taxes. DRA shall not deduct any state, provincial, or federal income tax from payments made to the Contractor. The Contractor agrees to make all necessary contributions and to pay any and all taxes in accordance with applicable law and will hold DRA harmless from any liability or expense arising from or in connection with any failure by the Contractor to pay such taxes, including interest and penalties. The Contractor acknowledges that DRA shall not make unemployment insurance deductions from payments made to the Contractor, and that DRA shall not be required to include the Contractor under any applicable workers' compensation insurance program and/or policy.
9. Workers Compensation. The Contractor also acknowledges that in the event of any injury of any kind, the Contractor will not be entitled to any medical or other disability benefits. Notwithstanding the foregoing, the fact that DRA may carry workers' compensation insurance for its own benefit or the mutual benefit of itself and those contractors which are individuals provided the services as described in this Agreement, shall not create an inference of employment, partnership, or other agency relationship.
10. Period of Contract. This Agreement shall begin on April 1, 2024 to July 31, 2024, with option of renewal, and with evaluation periods that will allow for revisions as necessary to ensure adequate productivity by the Contractor and compensation by DRA, but may be changed or terminated at any time, without notice, by DRA.
11. Applicable Law. The Delta Regional Authority is a federal agency and therefore this contract shall be governed by and construed in accordance with federal laws and any litigation with respect thereto shall be brought in federal courts. Contractor shall comply with all applicable federal, state, and local laws and regulations.
12. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the United States Congress and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State members to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
13. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a federal contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
14. Representation Regarding Gratuities. (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-
 - (1) Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-

(1) To pursue the same remedies as in a breach of the contract; and

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

16. Insurance. Contractor represents that it will maintain workers' compensation insurance as required by any state in which any employee of the contractor resides and performs work which shall inure to the benefit of all Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence; and employee dishonesty insurance or fidelity bond insurance with minimum limits of \$100,000 and with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage to the Delta Regional Authority as an additional insured. The Agency reserves the right to request from carriers, certificates of insurance regarding the required coverage.

17. Stop Work Order.

a. Order to Stop Work: The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

i. cancel the stop work order; or,

ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

b. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,

ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action,

any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

18. Termination for Convenience.

a. Termination. The Agency Head or designee may, when the interests of DRA so require, terminate this contract in whole or in part, for the convenience of DRA. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

b. Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to DRA. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

19. Termination for Default.

a. Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which DRA has an interest.

c. Compensation. Payment for completed services delivered and accepted by the DRA shall be at the contract price. The DRA may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the DRA against loss because of outstanding liens or claims of former lien holders and to reimburse DRA for the excess costs incurred in procuring similar goods and services., absent protection against loss Contractor shall be compensated for work already performed.

d. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work

hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of DRA under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

e. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of DRA, be the same as if the notice of termination had been issued pursuant to such clause.

f. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

21. Payment. Notwithstanding any other payment clause in this contract, DRA will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. Payments due on Saturdays, Sundays, and legal holidays will be made on the following business day.

(a) Invoice payments-

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

ii) If (the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Purchase order number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment).

(vi) Name, title, phone, and address of Contractor official to whom payment is to be sent in the event of a defective invoice (must be the same as that in the contract or in a proper notice of assignment).

(vii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice.

(viii) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(ix) The designated billing office received a proper invoice.

(x) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(xi) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor

(3) *Overpayments.* If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected invoice number and delivery order number if applicable;

(iii) Contractor point of contact.

(4) *Definitions.* As used in this clause-

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(5) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (1) or (2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must re-enroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-Verify.gov>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

20. Payment By Electronic Funds Transfer

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained on the Automated Clearing House (ACH). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to DRA.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in the ACH is incorrect, then the Government need not make payment to the Contractor under this contract until the correct EFT information is obtained.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the contract if, in the EFT payment transaction instruction released to the Federal Reserve System, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

22. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the Federal Funding Accountability and Transparency Act of 2006 (Pub.L.109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252),

Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required publicly accessible. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

23. Procurement Regulations. The contract shall be governed by the applicable provisions of the Delta Regional Authority Procurement Manual, a copy of which is available at 236 Sharkey Ave, Clarksdale, MS for inspection, or downloadable at [DRA Procurement Manual.pdf](#) and by the Federal Acquisitions Regulations, available at [Home | Acquisition.GOV](#)

24. Trade Secrets, Commercial and Financial Information. It is expressly understood that federal law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

25. Basic Safeguarding of Covered Contractor Information Systems. (a) *Definitions*. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

- (b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

26. **Proprietary Information and Non-Disclosure.** Both parties agree to adhere to generally accepted governmental confidentiality practices and to provide each other with their reasonable efforts in

fulfillment of this contract. Contractor agrees not to disclose confidential information about the organization or its donors. The Contractor agrees that for the purposes of this Agreement, the Confidential Information does not include information available in the public domain information, already known by us before entering into this Agreement, or information we independently develop. Confidential information is not to be treated as in the public domain merely because each or any specific item of information is known to someone or is embraced by more general information in the public domain.

The Contractor shall not use to his/her own advantage or the advantage of any other person, business or entity, except as specifically provided in this Agreement, either during their association or at any time thereafter, any information gained or from business, files, and/or records of DRA. The Contractor shall maintain all Confidential Information disclosed to the Contractor hereunder by DRA in strict confidence.

This confidential obligation and all restrictions imposed upon the Contractor by this Agreement shall not extend to information which (a) is or becomes part of the public domain through no fault of the Contractor; or (b) that Contractor can prove was in the Contractor's possession prior to the time it was acquired hereunder; or (c) is received by the Contractor from a third party rightfully in possession of the information and having no direct or indirect obligation to DRA with respect to the information.

The Contractor shall permit employees of the Contractor to have access to the information only on a "need-to-know" basis. "Need to know" shall be defined as all information Contractor shall need for the purposes contemplated by this Agreement or as otherwise required by law. If there is a question regarding whether access to information is deemed restricted, the Federal Chairman shall make the final determination regarding access.

Contractor shall take all necessary precautions to protect the confidential information imparted to it by DRA. Contractor will use Client Confidential Information only in connection with our activities under this Agreement and will keep it confidential, using at least the same degree of care DRA utilizes to prevent the unauthorized use or disclosure of our own confidential information.

The Contractor agrees that all documents, drawings and writings of any kind provided to the Contractor by DRA are the sole property of DRA and/or its clients. The Contractor acknowledges that such information is proprietary, and that in the event of an unauthorized disclosure and/or use of such information, significant damages may be incurred or suffered by DRA. The Contractor will destroy all copies of the confidential information once it is no longer required by them to perform work for DRA, or as directed by DRA.

Contractor agrees to the above mentioned confidentiality statements to the extent that same do not prohibit nor otherwise restrict Contractor from lawfully reporting waste, fraud, or abuse related to the performance of this contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

26. Cooperation. DRA acknowledges that the effectiveness of this engagement depends in large part on the information DRA provides and the actions DRA undertakes. To that end, DRA agrees to fully cooperate with Contractor in the performance by Contractor defined Scope of Services, including, without limitation, providing us with timely access to data, information, and personnel and ensuring the accuracy and completeness of the data and information you provide to us.

Contractor and DRA agree that completion of the tasks required shall require both parties to participate in telephone and/virtual consultations, edit and review in-person sessions and "in office" consultation. If

DRA fails to conduct or participate in necessary “meetings” whether telephonic, virtual or in person which are necessary for the Contractor to fully perform the specified services making it impossible for task to be fully performed, DRA agrees to compensate the Contractor for full performance of the task. If Contractor fails to conduct or participate in necessary “meetings” whether telephonic, virtual or in person which are necessary for the DRA to fully participate in the development of the specified tasks making it impossible for task to be fully performed, DRA reserves the right to withhold partial unearned fees and to provide notice of termination as outlined below.

DRA agrees to provide Contractor access to or copies of all documents required to complete the specified task. If documents or other materials necessary to fully perform the specified services are withheld from the Contractor making it impossible for the task to be fully performed, DRA agrees to compensate the Contractor for full performance of the task.

Contractor and DRA agree that delivery of any requested documents and tasks products via digital delivery is acceptable.

27. **Work Product.** Contractor in performing Services may furnish DRA with reports, plans, or other written materials specifically prepared for Client (the “Work Product”). Subject to the terms of this Agreement, you will own all such tangible Work Product. Client acknowledges that Contractor owns and retains all right, title, and interest in and to any and all proprietary know-how and methodologies we use in creating the Work Product or in otherwise providing Services.

If in performance of the scope of work as Legal Counsel to the Federal Co-Chair such that an Attorney Client relationship arises in the course of this services, all materials shall be handled in accordance with MS Rules of Professional Conduct.

28. **Requirements Contract.** During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

29. **Failure to Enforce.** Failure by the Agency or Contractor at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency or Contractor to enforce any provision at any time in accordance with its terms.

30. **Final Payment.** Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against DRA arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of DRA’s claims against Contractor under this contract.

31. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify DRA immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless DRA determines it to be in its best interest to terminate the agreement.
32. **HIPAA Compliance.** Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
33. **Indemnification.** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and DRA from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the DRA’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to DRA. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without DRA’s concurrence, which DRA shall not unreasonably withhold.
34. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by DRA and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against DRA or Contractor on the basis of draftsmanship or preparation hereof.
35. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
36. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
37. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given

when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

38. Execution. In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

By: _____

Joanna Shake, Executive Director, Green River Area Development District

DATE: _____

By: _____

Dr. Corey Wiggins

Federal Co-Chair, Delta Regional Authority

DATE: _____

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

- Ensure community and lead partner support and active engagement from pre-planning to mission execution.
- Ensure the availability of meeting space for military and community planning meetings.
- Attend on-site planning meetings with DRA, DoD, and community partners. These meetings include but are not limited to:
 - Preliminary Site Visits
 - Initial Planning Meeting
 - Mid Planning
 - Final Planning Meeting
 - Distinguished Visitors Day
 - Closing Ceremony
 - Interim Planning Meetings as Needed
- Successfully market the training; engaging and securing local and regional media presence before the training, during the training, and post-training.
- Identify, contact, and confirm a support system of community partners.
- Host monthly, bi-weekly, and weekly meetings with confirmed community partners .
- Coordinate on-site participation of community partners for each day of the training.
- Establish a resource center to be located at the training site during each day. The resource center should offer information regarding access to follow-up medical care as well as other local support services. Local social service agencies, community action agencies, and health care agencies should be in attendance each day of the mission.
- Ensure that community partners are on-site and on-time during scheduled volunteer times. On-site volunteer commitments include:
 - Welcoming patients upon arrival
 - Escorting patients from waiting area to training area
 - Assisting patients in completing forms as needed
 - Distributing eyeglasses when patient returns to pick-up
 - Ensuring the availability of refreshments during patient waiting periods
- Schedule and coordinate military team building events during the training (i.e., games, events with community).
- Coordinate with local healthcare facilities to provide bio-hazard waste disposal (sharps containers, red bags, and amalgam) produced during the training.
- Secure site for post-training eyeglasses pick-up.
- Submit purchase requests for contracts, supplies, and additional materials to DRA staff members for approval.

Green River Area Development District
Green River Area Wellness Mission
Innovative Readiness Training
2026 Budget

GRADD 2026 IRT Budget	
<u>EXPENSE</u>	<u>BUDGET</u>
Innovative Readiness Training Related Expenses	\$ 25,000.00
TOTAL BUDGET	\$ 25,000.00

City Commission Memorandum
26-85

March 20, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: Award of Bid for I-69 Right-of-Way Lane Mowing

The attached municipal order authorizes the award of bid for I-69 Right-of-Way Mowing to Dirty South, LLC d/b/a ACA Lawncare of Sebree, Kentucky, in the amount of \$94,050.00, representing the lowest responsive bid received.

Included in the scope of work is the mowing, trimming, blowing, herbicide treatment (if requested), and debris/trash removal with each mowing of the properties as indicated in the exhibit maps attached to the specifications and designated as Group 1, Group 2, and Group 3 (various I-69 interchanges and the Highway 60 cloverleaf interchange). This contract provides for thirty-three (33) total cuts, which will be scheduled based on weather conditions and other related factors.

Bid packages were distributed to twenty-one (21) vendors with five (5) responsive bids received. Dirty South, LLC d/b/a ACA Lawncare, Sebree, Kentucky, submitted the lowest responsive bid and is award is recommended accordingly. The contract term will run from April 1, 2026, through November 15, 2027, with a renewal option for up to three (3) additional one (1) year terms.

Due to the newly configured areas associated with the I-69 project, the overall cost of mowing services has decreased by approximately fifty percent (50%). This reduction is primarily the result of a small mowing area south of the Second Street interchange.

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

c: William L. "Buzzy" Newman, Jr.
Dawn Winn

Assistant City Manager Memorandum
26-05

March 17, 2026

TO: Dylan H. Ward, City Manager

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

SUBJECT: I-69 Right-of-Way Mowing

Bids for the I-69 Right-of-Way Mowing project, Bid Reference No. 26-04, were opened on March 4, 2026. A complete bid tabulation sheet is attached.

This bid includes mowing services of various I-69 interchanges and the U.S. Highway 60 cloverleaf interchange, as identified on the attached exhibit maps and designated as Group 1, Group 2, and Group 3.


A total of four bids received, with the lowest bid submitted by Dirty South, LLC d/b/a ACA Lawncare. In response to Bid Reference No. 26-04, I-69 Right-of-Way Mowing, it is recommended that the bid be awarded to Dirty South LLC DBA ACA Lawncare of Sebree, Kentucky, in the amount of \$94,050.00.

The contract provides for 33 total cuts, which will be scheduled based on weather conditions and other relevant factors. The contract term will run from April 1, 2026, through November 15, 2026, with a renewal option for up to three (3) additional one (1) year term.

Due to new configured areas associated with the I-69 project, the overall cost of mowing services has decreased by approximately fifty percent (50%). This reduction is primarily the result of a smaller mowing area south of the Second Street interchange.

Shay D Bridges
Finance Department
Date: 3/17/26

Will L Newman Jr
Assistant City Manager
Date: 3/17/26

CITY OF HENDERSON, KENTUCKY BID TABULATION SHEET		ACA LawnCare		River City Services		Rebinsen Excavation		Knight's Landscaping		Grindall's LawnCare	
BID REFERENCE NO.: 26 - 04											
DATE BID OPENED: 02/12/26											
APPROVAL DATE: _____											
ACCEPTANCE FORM SENT: _____											
Item Description	Vendor did not acknowledge addendum. Signed Non-Collusive and Enclosure A. Provided Business Resume and References.		Vendor DID acknowledge addendum. Signed Non-Collusive and Enclosure A. Provided Business Resume and References.		Vendor did not acknowledge addendum. Signed Non-Collusive and Enclosure A. Provided Business Resume and References.		Vendor did not acknowledge addendum. Signed Non-Collusive and Enclosure A. Provided Insurance and References.		Vendor DID acknowledge addendum. Signed Non-Collusive and Enclosure A. Provided References.		
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
169 Right-of-Way Mowing											
Group 1 (33 Cuts)	\$900.00	\$29,700.00	\$1,517.00	\$50,061.00	\$1,850.00	\$61,050.00	\$1,510.00	\$49,830.00	\$1,320.00	\$43,560.00	
Group 2 (33 Cuts)	\$1,400.00	\$46,200.00	\$1,979.00	\$65,307.00	\$1,850.00	\$61,050.00	\$2,490.00	\$82,170.00	\$3,000.00	\$99,000.00	
Group 3 (33 Cuts)	\$550.00	\$18,150.00	\$695.00	\$22,935.00	\$600.00	\$19,800.00	\$590.00	\$19,470.00	\$1,100.00	\$36,300.00	
Total Bid Price		\$94,050.00		\$138,303.00		\$141,900.00		\$151,470.00		\$178,860.00	
Other Bidders Contacted: RKC Outdoor Services, Pierson's Southern Turf Management, Unlimited LawnCare & Landscaping LLC, Fulcher's Lawn Care, Posey Lawn Care, Bluegrass Landscaping & Irrigation, Lucas Harrington, Ohio Valley Landscaping & Lawn Care, Brandon's Lawn and Landscaping, First Impressions, CTL Services, Lawntek, Denton's FYC, Steve Phillips, Duke Lawn Care LLC, Knight's Landscaping						Bids Opened & Recorded By:  Dawn Winn Shay Bridges		Bids Reviewed By:			

City of Henderson, Kentucky
Invitation to Bid

SPECIAL CONDITIONS

3.1 Purpose and Scope

These *Special Conditions* apply specifically to mowing services performed within the I-69 right-of-way and supplement the *Instructions to Bidders* and *General Conditions*.

In the event of a conflict, *Special Conditions* shall govern.

3.2 Scope of Services

The successful bidder shall provide mowing services within designated I-69 right-of-way areas as identified in the bid documents and supporting exhibits.

Services shall be performed in accordance with the *Technical Specifications* and City requirements.

3.3 Service Area

Mowing services shall be performed only within the areas designated by the City.

The City reserves the right to adjust service areas within the overall project scope as operational needs require.

3.4 Scheduling and Coordination

The contractor shall complete the work within the timeframe stated in the bid documents.

The City reserves the right to establish start dates, sequence work, or suspend work temporarily due to weather, utility conflicts, or operational needs.

3.5 Performance Standards

Services shall be performed in a professional, timely, and workmanlike manner consistent with industry standards and the requirements of the bid documents.

SPECIAL CONDITIONS

Page 2

Failure to maintain acceptable performance standards may be grounds for corrective action, withholding of payment, or termination.

3.6 City Oversight and Inspection

The City reserves the right to monitor, inspect, and evaluate service performance at any time during the contract term.

The City may require corrective action if services are determined to be unsatisfactory or not in compliance with the bid requirements.

3.7 Insurance Requirements

The successful bidder shall maintain insurance coverage in the types and amounts specified by the City prior to commencing services and for the duration of the contract.

Insurance requirements, including coverage limits and additional insurance provisions, shall be as stated in the bid documents or incorporated by reference.

Failure to maintain required insurance coverage may result in suspension of services or termination of the contract.

3.8 Licenses, Permits, and Insurance

The successful bidder shall obtain and maintain all licenses, permits, and registrations required to perform the services, including any applicable City occupational license.

Proof of required licenses or permits shall be provided upon request.

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

SPECIAL CONDITIONS

Page 3

- 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. Umbrella Insurance Aggregate limits of liability: \$2,000,000

Bodily injury and Property Damage Liability
Personal and Advertising Injury Liability

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

The City of Henderson shall be listed as an Additional Insured on General Liability with a Waiver of Subrogation.

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.

3.9 Personnel and Conduct

The bidder shall ensure that all personnel performing services are properly trained, qualified, and supervised.

The City reserves the right to require removal of any personnel whose conduct or performance is deemed unsatisfactory or inconsistent with City policies or operational needs.

SPECIAL CONDITIONS

Page 4

3.10 Safety and Compliance

The bidder shall be responsible for compliance with all applicable safety standards, regulations, and laws.

The bidder shall take all reasonable precautions to protect persons, property, and City facilities from damage arising out of the performance of services.

3.11 Term

The initial term of the contract shall be for two (2) years from the date of the award. The City and the awarded bidder, together, may renew the agreement for up to three (3) additional one (1) year term, under the same terms and conditions. Any renewal shall be executed by written agreement of the parties.

3.12 Responsiveness Requirement

To be considered responsive, bidders must submit pricing for all locations identified in the bid documents.

Each bidder must also submit the following:

- Work references from a minimum of three firms for whom similar work has been performed in the past year.
- Number of years in business.
- A list of equipment to be used or acquired.
- The number of personnel the bidder considers adequate to perform this work.
- An operational plan that sets forth the contractors plans for successfully fulfilling the contract including a tentative mowing schedule, supervision of crews.
- List estimated man-hours per week dedicated to complete the scope of services.
- Submit information regarding accessibility and response time of the contractor for addressing special services or concerns.

— End of Section —

City of Henderson, Kentucky
Invitation to Bid

TECHNICAL SPECIFICATIONS

4.1 Description of Services

The bidder shall provide the following services:

- Service Description: I-69 Right-of-Way Mowing
- Service Location(s): Various, Henderson, Kentucky 42420 (see attached exhibits)

4.2 Mowing Requirements

- Grass shall be mowed to the height specified by the City.
- Mowing shall be performed in a manner that produces a uniform appearance.
- Missed areas shall be removed at no additional cost to the City.

4.3 Frequency

Mowing frequency shall be as established by the City and may vary based on weather conditions and growth rates.

The City reserves the right to adjust mowing schedules as necessary.

4.4 Equipment

The contractor shall use equipment suitable for right-of-way mowing and capable of safely operating on slopes, shoulders, and uneven terrain.

4.5 Safety

Mowing operations shall be conducted in a manner that protects workers, the traveling public, and adjacent property.

The contractor shall comply with all applicable safety requirements during mowing operations.

TECHNICAL SPECIFICATIONS

Page 2

4.6 Inspection and Acceptance

All work is subject to inspection by the City.

4.7 Obstructions and Fixed Objects

The contractor shall exercise care around signs, guardrails, drainage structures, utilities, and other fixed objects.

Damage caused by mowing operations shall be repaired or replaced at the contractor's expense.

4.8 Cleanup

Grass clippings and debris shall be managed in accordance with the bid documents.

Clippings shall not be left in travel lanes, drainage structures, or other areas where they create hazards.

4.9 Compliance with Specifications

Submission of a bid certifies that the bidder understands and agrees to comply with the *Technical Specifications* as stated herein.

4.10 Scope of Services

Location: Group 1 (Exhibit 1), Group 2 (Exhibit 2), and Group 3 (Exhibit 3)

Limits of Work: Limits outlined on each exhibit

Frequency: Weekly / Per Mowing

Start Date: April 1st

End Date: November 15th

TECHNICAL SPECIFICATIONS

Page 3

Scope of Work: Mowing, trimming, blowing, herbicide treatment (if requested), debris/trash removal with each mowing.

Safety: Employees shall wear high-visibility clothing while working in the public right-of-way. Vehicles shall be equipped with amber light bars when parked within the right-of-way. Safety cones shall be used at the rear of equipment trailer when parked along the right-of-way.

Grass clippings and vegetative debris shall not be blown, discharged, or deposited onto roadways, sidewalks, multi-use paths, driveways, or storm drains. Clippings shall be directed back onto landscaped or turf areas. If any material is inadvertently deposited onto paved surfaces, the Contractor shall immediately remove it by sweeping or blowing it clear of the pavement. At no time shall debris be left in the roadway where it may create a traffic hazard or enter the stormwater system

Traffic Control: Traffic control shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). If lane closures are required, the Contractor shall notify the City a minimum of 24 hours prior to implementing the closure.

Parking/Staging Area: Trucks, trailers, and other motorized vehicles shall not park, stage, or drive on walking paths or multi-use trails unless expressly authorized in writing by the City.

— End of Section —

Exhibit 3: Group 1

2nd Street

Mowing within the roundabouts are not included in this contract. Areas not included are indicated in red.

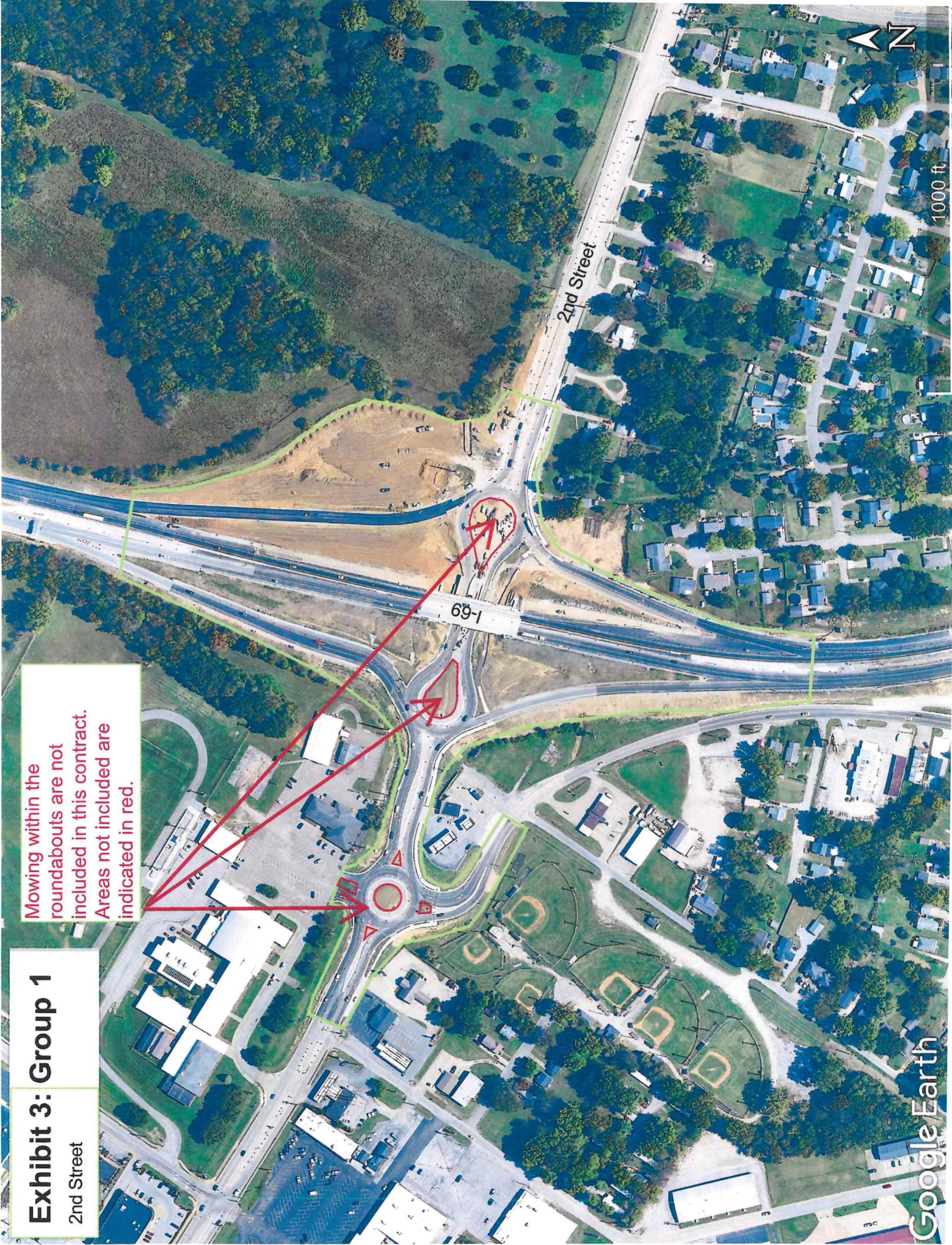


Exhibit 2 : Group 2
US 41 / US 60 Interchange

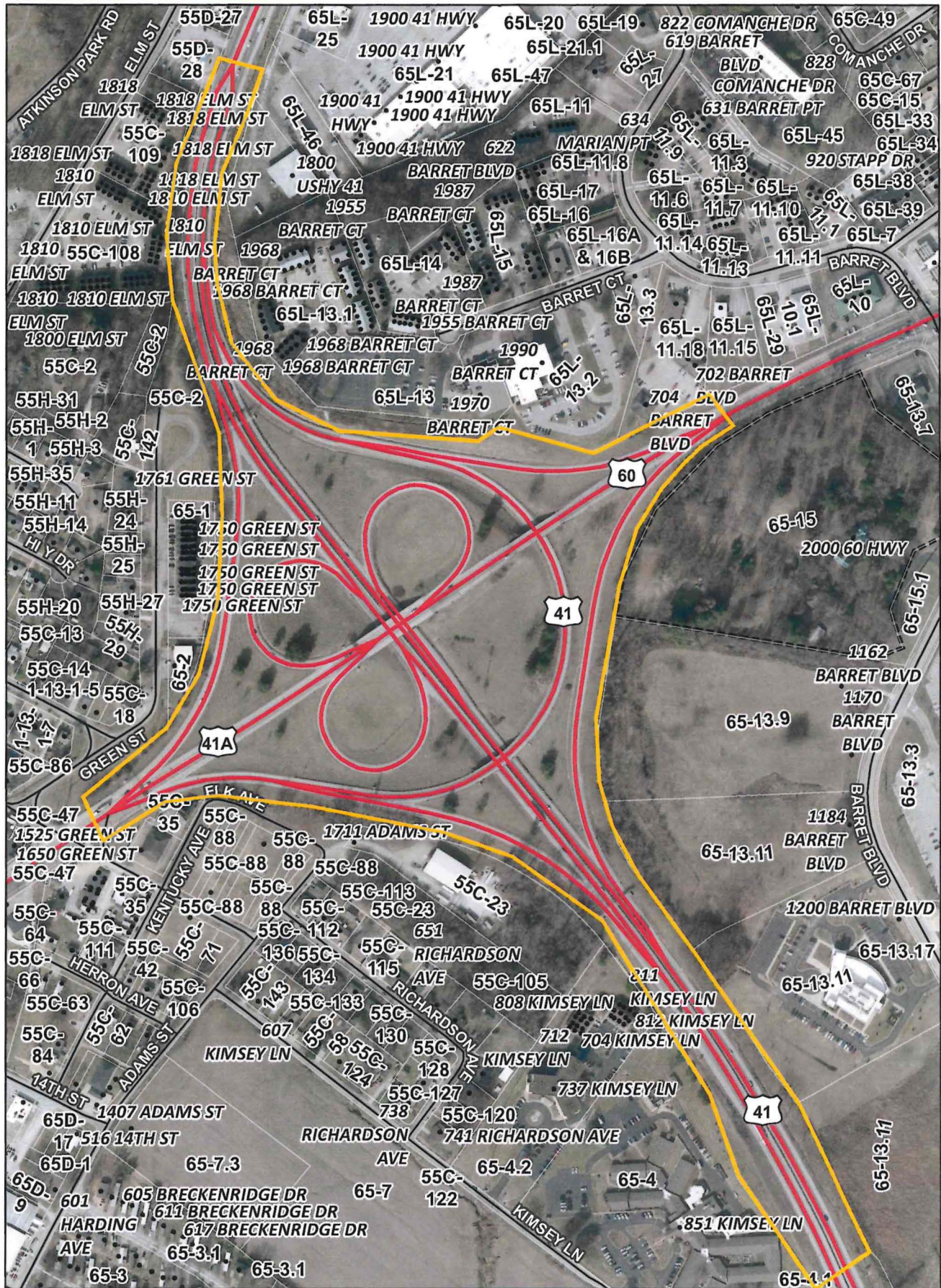
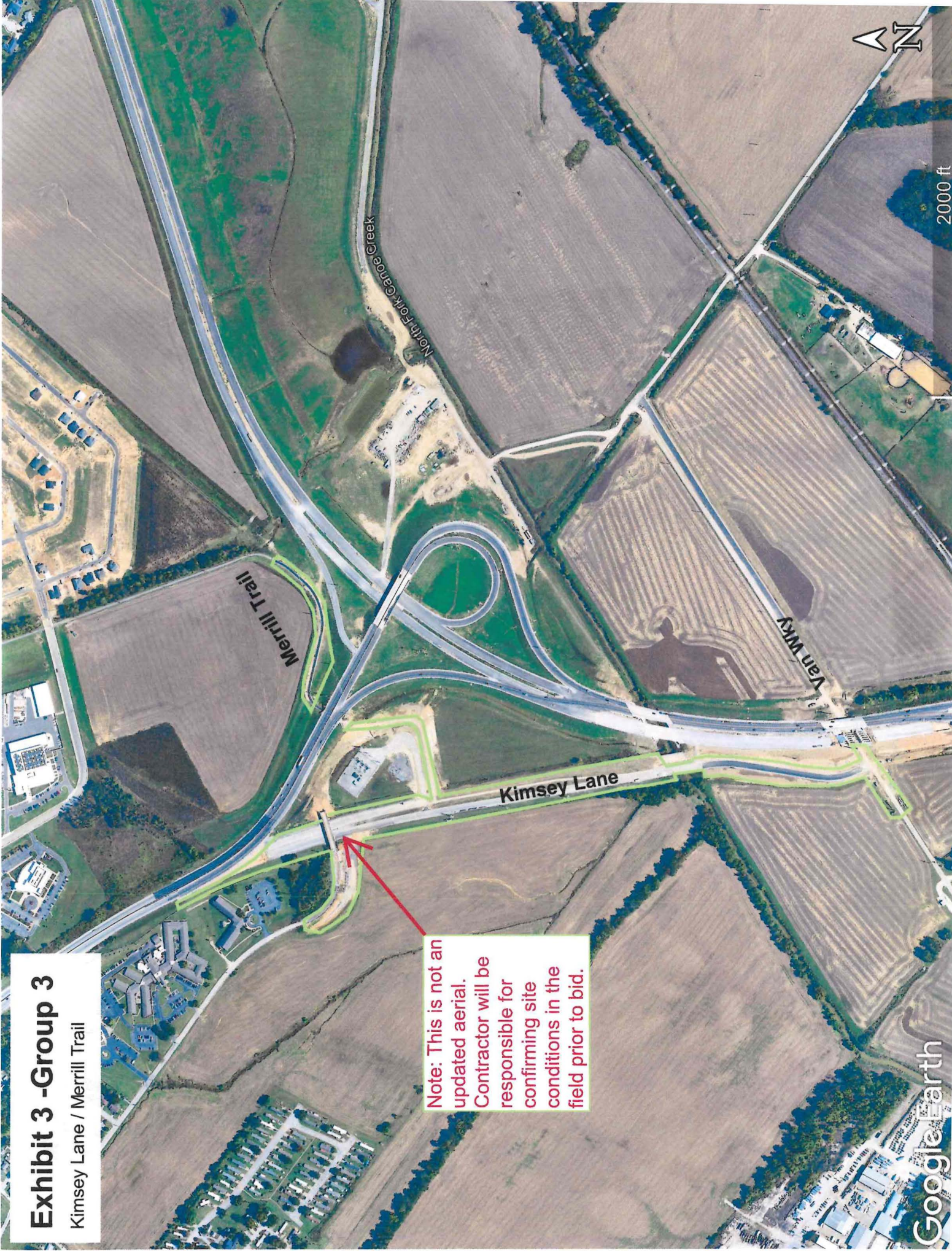


Exhibit 3 -Group 3

Kimsey Lane / Merrill Trail



Note: This is not an updated aerial. Contractor will be responsible for confirming site conditions in the field prior to bid.

MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER AWARDING BID FOR I-69 RIGHT-OF-WAY MOWING PROJECT TO DIRTY SOUTH, LLC D/B/A ACA LAWCARE OF SEBREE, KENTUCKY IN THE AMOUNT OF \$94,050.

WHEREAS, the City of Henderson has issued invitations to bid for mowing various I-69 interchanges and the U.S. Highway 60 cloverleaf interchange; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on March 4, 2026, with Dirty South, LLC d/b/a ACA Lawncare of Sebree, Kentucky, submitting the lowest bid in the amount of \$94,050.00 with thirty-three (33) total cuts, weather conditions allowing; and

WHEREAS, the City Manager recommends this bid be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Dirty South, LLC d/b/a ACA Lawncare, 2634 State Route 56E, Sebree, Kentucky 42455 for mowing services for various I-69 interchanges and the U.S. Highway 60 cloverleaf interchange, in strict accordance with its bid as submitted pursuant to Bid Reference 26-04.

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

Commissioner Hargis: _____	Commissioner Whitt: _____
Commissioner Thomas: _____	Mayor Staton: _____
Commissioner Pruitt: _____	

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of March 2026.

Bradley S. Staton, Mayor

Date: _____

ATTEST:

Jessa Brandon
City Clerk

**APPROVED AS TO FORM AND
LEGALITY THIS 18TH DAY OF
MARCH 2025.**

By: _____
Dawn S. Kelsey
City Attorney

City Commission Memorandum
26-86

March 20, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: Award of Bid for Wathen Lane Mowing

The attached municipal order authorizes the award of bid for Wathen Lane Mowing to Dirty South, LLC d/b/a ACA Lawncare of Sebree, Kentucky, in the amount of \$16,500.00, representing the lowest responsive bid received.

Included in the scope of work is the mowing, trimming, blowing, herbicide treatment (if requested), and debris/trash removal with each mowing of the properties as indicated in the attached specifications as “west side of Wathen Lane (Exhibit 1 and Exhibit 2). This contract provides for thirty-three (33) total cuts, which will be scheduled based on weather conditions and other related factors.

Bid packages were distributed to nineteen (19) vendors with three (3) responsive bids received. Dirty South, LLC d/b/a ACA Lawncare, Sebree, Kentucky, submitted the lowest responsive bid and is award is recommended accordingly. The contract term will run from April 1, 2026, through November 15, 2026, with a renewal option for up to three (3) additional one (1) year terms.

Wathen Lane mowing is a new property inventory due to the completion of the Wathen Lane Road project.

This purchase will require a mid-year budget amendment. Your approval of the attached municipal order is respectfully requested.

c: William L. “Buzzy” Newman, Jr.
Dawn Winn

Assistant City Manager Memorandum
26-06

March 17, 2026

TO: Dylan H. Ward, City Manager

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

SUBJECT: Wathen Lane Mowing

Bids for the Wathen Lane project, Bid Reference No. 26-10, were opened on March 4, 2026. A complete bid tabulation sheet is attached.

This bid includes mowing services on Wathen Lane as identified on the attached Exhibits 1 and 2.

A total of three bids were received, with the lowest bid submitted by Dirty South, LLC d/b/a ACA Lawncare. In response to Bid Reference No. 26-10, Wathen Lane Mowing, it is recommended that the bid be awarded to Dirty South LLC DBA ACA Lawncare of Sebree, Kentucky, in the amount of \$16,500.00.

The contract provides for 33 total cuts, which will be scheduled based on weather conditions and other relevant factors. The contract term will run from April 1, 2026, through November 15, 2026.

Wathen Lane mowing is a new property inventory due to the completion of the Wathen Lane Road project.

Shayla Bridges

Finance Department
Date: 3/17/26

Will L Newman Jr

Assistant City Manager
Date: 3/17/26

City of Henderson, Kentucky
Invitation to Bid

SPECIAL CONDITIONS

3.1 Purpose and Scope

These *Special Conditions* apply specifically to mowing services performed within the Wathen Lane mowing and supplement the *Instructions to Bidders* and *General Conditions*.

In the event of a conflict, *Special Conditions* shall govern.

3.2 Scope of Services

The successful bidder shall provide mowing services within designated Wathen Lane areas as identified in the bid documents and supporting exhibits.

Services shall be performed in accordance with the *Technical Specifications* and City requirements.

3.3 Service Area

Mowing services shall be performed only within the areas designated by the City.

The City reserves the right to adjust service areas within the overall project scope as operational needs require.

3.4 Scheduling and Coordination

The contractor shall complete the work within the timeframe stated in the bid documents.

The City reserves the right to establish start dates, sequence work, or suspend work temporarily due to weather, utility conflicts, or operational needs.

3.5 Performance Standards

Services shall be performed in a professional, timely, and workmanlike manner consistent with industry standards and the requirements of the bid documents.

SPECIAL CONDITIONS

Page 2

Failure to maintain acceptable performance standards may be grounds for corrective action, withholding of payment, or termination.

3.6 City Oversight and Inspection

The City reserves the right to monitor, inspect, and evaluate service performance at any time during the contract term.

The City may require corrective action if services are determined to be unsatisfactory or not in compliance with the bid requirements.

3.7 Insurance Requirements

The successful bidder shall maintain insurance coverage in the types and amounts specified by the City prior to commencing services and for the duration of the contract.

Insurance requirements, including coverage limits and additional insurance provisions, shall be as stated in the bid documents or incorporated by reference.

Failure to maintain required insurance coverage may result in suspension of services or termination of the contract.

3.8 Licenses, Permits, and Insurance

The successful bidder shall obtain and maintain all licenses, permits, and registrations required to perform the services, including any applicable City occupational license.

Proof of required licenses or permits shall be provided upon request.

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

SPECIAL CONDITIONS

Page 3

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

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate
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Property Damage:	\$1,000,000 each occurrence
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- B. Umbrella Insurance Aggregate limits of liability: \$2,000,000

Bodily injury and Property Damage Liability
Personal and Advertising Injury Liability

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

The City of Henderson shall be listed as an Additional Insured on General Liability with a Waiver of Subrogation.

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.

3.9 Personnel and Conduct

The bidder shall ensure that all personnel performing services are properly trained, qualified, and supervised.

The City reserves the right to require removal of any personnel whose conduct or performance is deemed unsatisfactory or inconsistent with City policies or operational needs.

SPECIAL CONDITIONS

Page 4

3.10 Safety and Compliance

The bidder shall be responsible for compliance with all applicable safety standards, regulations, and laws.

The bidder shall take all reasonable precautions to protect persons, property, and City facilities from damage arising out of the performance of services.

3.11 Term

The initial term of the contract shall be for two (2) years from the date of the award. The City and the awarded bidder, together, may renew the agreement for up to three (3) additional one (1) year term, under the same terms and conditions. Any renewal shall be executed by written agreement of the parties.

3.12 Responsiveness Requirement

To be considered responsive, bidders must submit pricing for all locations identified in the bid documents.

Each bidder must also submit the following:

- Work references from a minimum of three firms for whom similar work has been performed in the past year.
- Number of years in business.
- A list of equipment to be used or acquired.
- The number of personnel the bidder considers adequate to perform this work.
- An operational plan that sets forth the contractors plans for successfully fulfilling the contract including a tentative mowing schedule, supervision of crews.
- List estimated man-hours per week dedicated to complete the scope of services.
- Submit information regarding accessibility and response time of the contractor for addressing special services or concerns.

— End of Section —

City of Henderson, Kentucky
Invitation to Bid

TECHNICAL SPECIFICATIONS

4.1 Description of Services

The bidder shall provide the following services:

- Service Description: Wathen Lane Mowing
- Service Location(s): Wathen Lane, Henderson, Kentucky 42420 (see attached map and diagram)

4.2 Mowing Requirements

- Grass shall be mowed to the height specified by the City.
- Mowing shall be performed in a manner that produces a uniform appearance.
- Missed areas shall be removed at no additional cost to the City.

4.3 Frequency

Mowing frequency shall be as established by the City and may vary based on weather conditions and growth rates.

The City reserves the right to adjust mowing schedules as necessary.

4.4 Equipment

The contractor shall use equipment suitable for the specified mowing and capable of safely operating on slopes, shoulders, and uneven terrain.

4.5 Safety

Mowing operations shall be conducted in a manner that protects workers, the traveling public, and adjacent property.

The contractor shall comply with all applicable safety requirements during mowing operations.

TECHNICAL SPECIFICATIONS

Page 2

4.6 Inspection and Acceptance

All work is subject to inspection by the City.

4.7 Obstructions and Fixed Objects

The contractor shall exercise care around signs, guardrails, drainage structures, utilities, and other fixed objects.

Damage caused by mowing operations shall be repaired or replaced at the contractor's expense.

4.8 Cleanup

Grass clippings and debris shall be managed in accordance with the bid documents.

Clippings shall not be left in travel lanes, drainage structures, or other areas where they create hazards.

4.9 Compliance with Specifications

Submission of a bid certifies that the bidder understands and agrees to comply with the *Technical Specifications* as stated herein.

4.10 Scope of Services

Location: West Side of Wathen Lane (Exhibit 1 & Exhibit 2)

Limits of Work: Beginning from back of curb and extending 6-feet beyond the walking trail. Slopes that cannot be mowed safely shall be cut by mechanical means (weed-eater). Height of grass shall be at least 2-inches above ground.

Frequency: Weekly / Per Mowing

Start Date: April 1st

End Date: November 15th

TECHNICAL SPECIFICATIONS

Page 3

Scope of Work: Mowing, trimming, blowing, herbicide treatment (if requested), debris/trash removal with each mowing.

Safety: Employees shall wear high-visibility clothing while working in the public right-of-way. Vehicles shall be equipped with amber light bars when parked within the right-of-way. Safety cones shall be used at the rear of equipment trailer when parked along the right-of-way.

Grass clippings and vegetative debris shall not be blown, discharged, or deposited onto roadways, sidewalks, multi-use paths, driveways, or storm drains. Clippings shall be directed back onto landscaped or turf areas. If any material is inadvertently deposited onto paved surfaces, the Contractor shall immediately remove it by sweeping or blowing it clear of the pavement. At no time shall debris be left in the roadway where it may create a traffic hazard or enter the stormwater system.

Traffic Control: Traffic control shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). If lane closures are required, the Contractor shall notify the City a minimum of 24 hours prior to implementing the closure.

Parking/Staging Area: Trucks, trailers, and other motorized vehicles shall not park, stage, or drive on walking paths or multi-use trails unless expressly authorized in writing by the City.

Location: East Side of Wathen Lane

Limits of Work: Beginning at back of curb and extending 12-feet. Slopes that cannot be mowed safely shall be cut by mechanical means (weed-eater). Height of grass shall be at least 2-inches above ground.

Frequency: Weekly / Per Mowing

Start Date: April 1st

End Date: November 15th

Scope of Work: Mowing, trimming, blowing, herbicide treatment (if requested), debris/trash removal with each mowing.

Safety: Employees shall wear high-visibility clothing while working in the public right-of-way. Vehicles shall be equipped with amber light bars when parked within the right-of-way. Safety cones shall be used at the rear of equipment trailer when parked along the right-of-way.

Grass clippings and vegetative debris shall not be blown, discharged, or deposited onto roadways, sidewalks, multi-use paths, driveways, or storm drains. Clippings shall be directed back onto landscaped or turf areas. If any material is inadvertently deposited onto paved surfaces, the Contractor shall immediately remove it by sweeping or blowing it clear of the pavement. At no time shall debris be left in the roadway where it may create a traffic hazard or enter the stormwater system.

Traffic Control: Traffic control shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). If lane closures are required, the Contractor shall notify the City a minimum of 24 hours prior to implementing the closure.

Parking/Staging Area: Trucks, trailers, and other motorized vehicles shall not park, stage, or drive on walking paths or multi-use trails unless expressly authorized in writing by the City.

— End of Section —



Google Earth

1000 ft

Exhibit 1

Wathen Lane

Wathen Lane

Hillmont Dr

US 60

Legend

Google Earth

1000 ft

Exhibit 2

Wathen Lane

This drive can be used for parking trucks and trailers.



MUNICIPAL ORDER NO. _____

MUNICIPAL ORDER AWARDING BID FOR MOWING OF WATHEN LANE PROPERTY TO DIRTY SOUTH, LLC D/B/A ACA LAWCARE OF SEBREE, KENTUCKY IN THE AMOUNT OF \$16,500.

WHEREAS, the City of Henderson has issued invitations to bid for mowing services on Wathen Lane; and

WHEREAS, bids were submitted to the City pursuant to said invitations, and were publicly opened on March 4, 2026, with Dirty South, LLC d/b/a ACA Lawncare of Sebree, Kentucky, submitting the lowest bid OF \$16,500, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT ORDERED by the City of Henderson, Kentucky, that the recommendation of the City Manager is approved, and award is hereby made to Dirty South, LLC d/b/a ACA Lawncare, 2634 State Route 56E, Sebree, Kentucky 42455 for mowing services on Wathen Lane, in strict accordance with its bid as submitted pursuant to Bid Reference 26-10.

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

Commissioner Hargis: _____ Commissioner Whitt: _____
Commissioner Thomas: _____ Mayor Staton: _____
Commissioner Pruitt: _____

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the _____ day of March 2026.

ATTEST:

Bradley S. Staton, Mayor
Date: _____

Jessa Brandon
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 18TH DAY OF MARCH 2026.

By: _____
Dawn S. Kelsey
City Attorney

City Commission Memorandum
26-90

March 18, 2026

TO: Mayor Bradley S. Staton and the Board of Commissioners

FROM: Dylan H. Ward, City Manager *DHW*

SUBJECT: City Manager's Report

I. United Way Funding Applications

City Manager, Dylan Ward, will be in attendance to give an update on the status of the United Way funding applications.

UPCOMING BOARD APPOINTMENTS

<u>BOARD</u>	<u>EXPIRATION DATE</u>	<u>TERM</u>
<u>CIVIL SERVICE PENSION FUND BOARD OF TRUSTEES</u>		
Linda Epley	June 1, 2025	4-Year
Jason Buchanan	June 1, 2025	4-Year
<u>BOARD OF APPEALS (NET PROFITS & OCCUPATIONAL TAX-CITY)</u>		
Alternate Member (Vacant-former member moved out of town)		3-Year
<u>PARKS & RECREATION BOARD</u>		
Tre Perkins	September 14, 2025	4-Year
Brenna Caudill	September 14, 2025	4-Year
<u>MUNICIPAL HOUSING COMMISSION</u>		
Stephanie Chrisman	September 30, 2025	4-Year
<u>ETHICS BOARD</u>		
Adam Blythe	February 14, 2026	2-Year
<u>BOARD OF ZONING ADJUSTMENT (BOZA)</u>		
Tara Hunter	February 24, 2026	4-Year
Heather Knight	February 24, 2026	4-Year
<u>CITY UTILITY COMMISSION</u>		
Russell R. Sights	April 25, 2026	3-Year
Mark Weaver	April 25, 2026	3-Year
<u>TAX ASSESSMENT APPEALS BOARD</u>		
Amber Wood	May 21, 2026	3-Year
<u>HENDERSON CITY-COUNTY PLANNING COMMISSION</u>		
Mac Arnold	June 1, 2026	4-Year
<u>CODE ENFORCEMENT BOARD</u>		
Alan Taylor	June 30, 2026	3-Year
<u>HENDERSON TOURIST COMMISSION</u>		
Dee Patel	June 30, 2026	3-Year