

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

JULY 7, 2016 – 5:45 P.M.

Council Chambers – City Hall

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
4. **Consideration of Agenda**
5. **Consideration of Consent Agenda:** *These items are considered routine, noncontroversial in nature and are considered and approved by a single motion and vote.*
 - A. **Consideration of Minutes: June 2, 2016 Regular Meeting**
 - B. **Consideration of Contract with Piedmont Triad Regional Council for a Comprehensive Compensation and Classification Study**
 - C. **Consideration of Budget Amendment to Establish the Budget for the Kennel Club Fund**
 - D. **Consideration of Clerk's Certificate of Sufficiency for Voluntary Contiguous Annexation from Flat Rock Hospitality, Inc.**
 - E. **Consideration of Broadband Initiative Memorandum of Understanding**
 - F. **Consideration of Amendment to Purchasing Policy to Increase the Level to \$2,500**
 - G. **Consideration of Etowah Area Water System Improvements – Water Storage Tank Preferred Brand Alternative**
 - H. **Consideration of an Agreement with Vaughn and Melton Engineering for the Scope of Work for the Bridge Replacement Project on Old Tracey Grove Road in the amount of \$205,989.38**
 - I. **Consideration of Offer to Purchase Property by the Halverson, the former right-of-way of Market Street, Group**
 - J. **Consideration of Utility Extension Agreement for Ingles on Highway 176**
 - K. **Consideration of Rebate Program for Customer-Side Shut-Off Value Installation**

L. Consideration of Reimbursing Henderson County Habitat for Humanity for Upsizing Gravity Sewer Lines at the City's Request

M. Consideration of Amendments to the Bylaws of the Walk of Fame Committee

6. Presentation on Relocation of U.S. Post Office from Fifth Avenue West

Presenter: Richard Hancock

7. Public Hearing – Consideration of an Application from Glassy Mountain Partners, LLC Requesting Contiguous Annexation of a Portion of a Parcel Located on Spartan Heights Road

Presenter: Development Assistance Director Susan Frady

8. Public Hearing – Consideration of a Zoning Map Amendment from Glassy Mountain Partners, LLC for a Portion of Parcel Located on Spartan Heights Road from Henderson County CC, Community Commercial to C-3 Highway Business District

Presenter: Development Assistance Director Susan Frady

9. Public Hearing – Consideration of an Application from Cedar Terrace NC, LLC, Skyway Towers, LLC Requesting Contiguous Annexation of a portion of approximately 11.13 acres, for a Project known as Cedar Terrace Development located at the intersection of Lakewood Road and Highland Square Drive

Presenter: Development Assistance Director Susan Frady

10. Presentation by the Walk of Fame Steering Committee

Presenter: Mr. Tom Orr, Chairman of the Walk of Fame Committee

11. Presentation on Ninth Avenue Circulation Study

Presenter: City Manager John Connet

12. Presentation on Public Art Project for Main Street:

a. ArtScape: *Presenter: Brad Vale*

b. Apple Quest: *Presenter: Connie Knight*

13. Consideration of the Purchase of the Etowah Sewer System

Presenter: City Manager John Connet

14. Consideration of 2016 Street Resurfacing Contract

Presenter: Public Works Director Tom Wooten

15. Consideration of Consideration of a Request from the Police and Fire Departments to Fund Moving to a New Radio System

Presenter: Police Chief Herbert Blake

16. Downtown Hotel Project Update by UNC School of Government Development Finance Initiative

Presenter: City Manager John Connet

17. Comments from Mayor and City Council Members

18. Reports from Staff

- a. Consideration of Request from the City Manager to move the February Regular City Council Meeting to February 15, 2017
- b. Presentation of Contingency Expenditures Report
- c. Parking Permit Update by Lew Holloway

19. Boards and Commissions: Consideration of Appointments and Announcement of Upcoming Vacancies

20. New Business

21. Adjourn





CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Administration

Date Submitted: 6/23/2016

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item: 07/07/2016

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 05b

The City of Hendersonville will begin a Pay and Classification study by the end of July 2016. The comprehensive study will be led by Piedmont Triad Regional Council (PTRC) based in Kernersville, North Carolina. The study will be conducted for the purposes of developing a more efficient classification system and a competitive pay plan for the City.

A Classification and Compensation Study is primarily designed to focus on internal and external equity of both the structure by which employees are compensated as well as the way positions relate and compare to one another across the organization. Internal equity relates to the fairness of an organization's compensation practices among its current employees. Specifically, by reviewing the skills, capabilities, and duties of each position, it can be determined whether similar positions are being compensated in a similar manner within the organization. The Classification component of this study is aimed at resolving any inconsistencies related to job requirements and providing some clarity to the plan in place. External equity deals with the differences between how an organization's classifications are valued and what compensation is available in the market place for the same skills, capabilities, and duties.

The full scope of the study is in the attached proposal.

Budget Impact: \$0.00 _____ Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move Council's approval of the agreement with Piedmont Triad Regional Council to conduct a comprehensive compensation and classification study.

Attachments:

Proposal for comprehensive Pay and Classification Study

Jennifer S. Harrell, Human Resources Director
City of Hendersonville
145 Fifth Avenue East
Hendersonville, North Carolina 28792-4328

March 30, 2016

RE: Request for Proposal for Pay and Classification

Ms. Harrell,

Enclosed herein is Piedmont Triad Regional Council of Governments' proposal submission to your above referenced request. The Piedmont Regional Council of Governments brings to you over 20 years' experience in the provision of quality and cost-effective personnel services to North Carolina Local Governments. In addition to the specific requirements of your request, PTRC also has demonstrated proficiencies in Performance Evaluation System Development; Personnel Policies Development; Fair Labor Standards Act compliance studies; ADA Accessibility and Feasibility Studies; Supervisory Training (i.e., Workplace Harassment Training, Compensation Training, Interviewing and Selection Training, Supervisory Skills Training, to name a few); and, Executive Search Services.

This letter and the accompanying Professional Services Proposal contain responses pertinent to your request, specifically,

- Project costs are provided in the Professional Services Proposal.
- PTRC is a voluntary association of local governments and authorized, by law, to provide management, planning and technical services to North Carolina local governments, most of which appear in the above opening paragraph.
- The Project Manager will be Mr. David Hill and he will be accompanied and working closely with Mr. Bob Carter and Mr. Kim Newsom as well as other staff as may be deemed necessary and appropriate. A full biographical sketch of the staff is included in the accompanying Professional Services Proposal.

- Client references:

City of Newton

Teresa Laffon, SPHR, IPMA-CP

Human Resources Director

City of Newton

P. O. Box 550, Newton, North Carolina 28658

828-695-4260 (Office)

828-695-4353 (Fax)

tlaffon@newtonnc.gov

Services Provided: Comprehensive classification and pay study. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

Guilford County

John Dean, HR Director

201 South Greene Street, #106

Greensboro, NC 27401

336.641.3290

(f) 336.641.3916

Services Provided: Comprehensive classification and pay study. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

jdean@co.guilford.nc.us

City of Asheboro

Stacy Griffin, HR Director

225 East Academy Street

Asheboro, NC 27203

336.629.2037

(f) 336.626.1218

Services Provided: Comprehensive classification and pay study over three years. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

sgriffin@ci.asheboro.nc.us

City of Reidsville

Terri Rivers, HR Director
230 W. Morehead Street
Reidsville, NC 27320
336.349.1058
(f) 336.347.2369

Services Provided: Comprehensive classification and pay study. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

trivers@ci.reidsville.nc.us

City of High Point

Angela Kirkwood, HR Director
211 South Hamilton Street
PO Box 230
High Point, NC 27261
336.883.3259
(f) 336.882.7033

Services Provided: Comprehensive classification and pay study over three years. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

Angela.kirkwood@highpointnc.gov

City of Burlington

Aaron Noble, HR Director
PO Box 1358
Burlington, NC 27216
336.222.5105
(f) 336.222.5109

Services Provided: Comprehensive classification and pay study. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

anoble@ci.burlington.nc.us

Town of Kernersville

Crystal Tanner, HR Manager
134 East Mountain Street
PO Box 728
Kernersville, NC 27284
336.992.5445
(f) 336.996.0780



Services Provided: Comprehensive classification and pay study over three years. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

ctanner@toknc.com

Town of Warrenton (David Hill conducted as HRE Consulting)

Robert Davie, Town Administrator

133 S. Main Street

P.O. Box 281

Warrenton, NC 27589

252-257-1122

(f)252-257-9219

Services Provided: Comprehensive classification and pay study. Review positions, develop classification, market assessment, calculation of implementation options and reporting.

Implement employee performance management system and review and update personnel policies.

townadministrator@warrenton.nc.us

Town of Highlands (David Hill and Bob Carter conducted as HRE Consulting)

Sonjia Gibson, Human Resources Director

210 N. Fourth Street

P.O. Box 460

Highlands, North Carolina 28741

828-526-2118 extension 1105

sonjia.gibson@highlandsc.org

Services Provided: Comprehensive classification and pay study. Review positions, develop classification, market assessment, calculation of implementation options and reporting.

Town of Maggie Valley (David Hill conducted as HRE Consulting)

Shayne Wheeler, Finance Director

3987 Soco Road

Maggie Valley, North Carolina 28751

828-926-3576

mvfinance@townofmaggievalley.com

Services Provided: Comprehensive classification and pay study. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

Town of Beech Mountain

Jennifer Broderick, CMC, NCCMC

Town Clerk/HR

Town of Beech Mountain



403 Beech Mountain Parkway
Beech Mountain, North Carolina 28604
828-387-4236
clerk@townofbeechmountain.com

Services Provided: Comprehensive classification and pay study. Review positions, confirm and/or revise classification, market assessment, calculation of implementation options and reporting.

Respectfully submitted,

Matt Reece

Matt Reece
Assistant Director



PIEDMONT TRIAD REGIONAL COUNCIL

1398 CARROLLTON CROSSING DRIVE
KERNERSVILLE, NC 27284
(336) 904-0300
MATTHEW L. DOLGE • EXECUTIVE DIRECTOR



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**PROFESSIONAL SERVICES OFFERED TO
CITY OF HENDERSONVILLE
FOR
A COMPREHENSIVE PAY AND CLASSIFICATION STUDY**

This is a proposal and agreement by the Piedmont Triad Regional Council (PTRC) to provide services to the City of Hendersonville (hereinafter “the City”) to conduct a comprehensive pay and classification study.

These services will be conducted according to the scope of work described below:

I. Work Elements for the Pay and Classification Study

As part of the comprehensive pay and classification study, PTRC agrees to review the existing City job classifications and pay plan for appropriateness, internal equity and external competitiveness in accordance with the Scope of Work contained within the City’s Request for Proposals and conduct the following work elements:

- A. Study and evaluate all positions (regular full-time and part-time) within the City for purposes of determining the proper position classification and salary for each employee.
- B. Conduct a comprehensive salary study of appropriate public and private sector organizations to determine that the City’s salaries are competitive within the appropriate job market.
- C. Prepare or update job descriptions/class specifications for each class position based upon current job duties and requirements outlining appropriate ADA information.
- D. Prepare a pay plan for the City as required to maintain a competitive system of salaries and wages.
- E. Identify and designate those classifications being Exempt or Non-Exempt in accordance and compliance with current Fair Labor Standards Act rules and regulations.
- F. Review and make recommendations concerning the effectiveness of the City’s overall compensation system including compression issues.

- G. Review and recommend any changes to the City's Personnel Policy to ensure an effective system of human resource management and compliance with laws and regulations.
- H. Attend a post-award meeting with management before commencement of the pay and classification study to discuss the following issues: expectations of the study, confirmation of labor market comparisons, the understanding of the pay and classification process, and implementation principles.
- I. Hold individual meetings with Department Heads to obtain an understanding of each Department's mission, vision and organizational structure and discuss any concerns regarding the study.
- J. Facilitate orientation sessions with the employees for the purpose of explaining the study and to distribute and explain the Position Description Questionnaire. PTRC will provide the design and format of questionnaires which are to be filled out by every employee. The questionnaires provide the basic information necessary to address the classification criteria.
- K. Interview each employee who wishes to be interviewed; however, PTRC reserves the right to conduct group interviews with employees in the same job classification. A minimum of one person from each classification will be interviewed.
The interviews provide an opportunity to see the employee's work environment, to ask the employee additional questions, to allow the employee to add information that may have been left off the questionnaire, and to obtain a "personal feel" for the position.
- L. Collect salary and classification data from the above identified and agreed upon employers. The City will have input as to from whom data is collected and generally what weight data is given. A comparative analysis of each classification will be performed to include collected data to determine hiring rate, minimum, mid-point and maximum; average salary; benchmark position identification; analysis of practices and salary structure
- M. Provide agreed upon timely progress reports indicating the data collected and status.
- N. Assign each classification to a salary grade based on an assessment of the classification, market data collected, and internal relationships.
- O. Assign each employee to a position and classification. Implementation costs for any recommended changes will be calculated and shall include, but not be limited to, addressing salary compression. A printout will be provided to management which

- will include name, current title and proposed title, current grade and proposed grade, current salary and proposed salary, dollar increase on an annual basis, and percent increase. These costs will be summarized by department based on the way the information is provided by the City. The City will need to provide guidance as to how implementation will be administered.
- P. Assign each employee to a FLSA designation of exempt or non-exempt. The assignment of exempt will be confirmed by the City's management based on a description of work applied to FLSA criteria.
 - Q. Attend meetings, if requested, throughout the process with employees, City Manager, Human Resources Director and others identified by the City Manager to define the methodology, survey results and recommendations.
 - R. Meet with Department Heads and management prior to finalizing the recommendations to discuss findings and receive input.
 - S. Present to management a summary of the study and recommendations.
 - T. Deliver to the City a final compilation of the study that will contain the assignment of classifications to grades, schedule of changes, and allocation list.
 - U. Consult on miscellaneous items such as report preparation to communicate study results to employees, organizational design of departments, and other related subjects up to 7.5 hours.

II. Responsibilities of the City

In order to facilitate relevant and useful study results the City agrees to provide to PTRC the following:

- A. Input identifying from whom data is collected and generally what weight data is given. Because this element is so important in determining recommended salary ranges, it is suggested this be discussed and resolved before the data is collected in order to obtain some consensus about data collection and what emphasis should be placed on the larger employers in the market.
- B. Copies of existing class specifications. Electronic copies will be provided if available,

- C. Access to employees for interviews, as necessary, for data collection about the work they perform.
- D. Access to a computer or digital database of current payroll and salary administration information. This database should include the employee's name, current title, current grade, current salary, and any other relevant information related to classification or study implementation decisions. PTRC will summarize the study reports based on the way the information is provided by the City.
- E. Guidance as to how the implementation of the study's results may be administered.
- F. Access to appropriate management staff, as determined by the City Manager, to meet with PTRC's representatives to gather information, discuss recommendations and receive input.
- G. A contact person for all business related to the project including the scheduling of interviews, necessary meeting space, information referral to the City Manager and any other items necessary to the completion of this project.

Until otherwise directed the designated contact and address is –

Ms. Jennifer S. Harrell, Human Resources Director
145 Fifth Avenue East
Hendersonville, North Carolina 28792-4328
jharrell@hvlnc.gov
828-697-3003 (Office)
828-697-8645 (Fax)

III. Timeline for Project Completion

July 2016

- Meet with management and discuss the expectations of the pay and classification study, confirmation of labor market comparisons, collect employee classification and compensation data.
- Conduct orientation sessions with employees

July through

September 2016

- Conduct employee interviews.
- Collect and analyze labor market position classification and salary data.

- Conduct comparative analysis of City employee current pay and classification data to that collected from market study group.

September 2016

- Meet with management to discuss findings and receive input.
- Final presentation will be made to management summarizing the study and recommendations.

October 2016

- Deliver final compilation of the study to the City.

Date(s) To Be Determined

- As may be requested, meet with and make informal and/or formal presentation(s) to the Mayor and City Council.

IV. Method of Classification

PTRC utilizes the factor comparison method of job evaluation. The duties and responsibilities of individual positions are evaluated to determine their relative level of difficulty and responsibility. The factors used are generally accepted principles in the Human Resources field. The following are among the classification factors used in determining the level of each position:

1. Working conditions
2. Nature and significance of public contacts
3. Variety and complexity of work
4. Decision making
5. Consequence of error
6. Supervision given
7. Supervision received
8. Knowledge, skills, and abilities

V. Staff

The staff who will be working on the City's scope-of-work elements are very experienced in HR and classification work. David Hill will be project manager. David retired

from Caldwell County as the Human Resources Director and brings both a private and public sector perspective having worked within a unionized private sector establishment as well as state and local government within NC. David received a Bachelor's Degree in Economics from UNC Asheville and has over 40 years of experience in human resources management. David is a graduate of the School of Government's Municipal and County Administration program, is a former member of IPMA, and SHRM. David served for six years as a Trustee for the NC Association of County Commissioner's Health, Workers' Comp, and Property & Liability Insurance Pools and is a past member of the Board of Directors for the Foothills Area Mental Health Authority. David's specialties include employee benefits development, labor contract negotiations, development of policies and procedures, federal contract compliance, employee and management training, compensation and classification analysis, conflict resolution, Affirmative Action and EEO compliance, and establishment and management of a Substantially Equivalent HR System.

Bob Carter is experienced in managing the employment, interviewing, and employee records maintenance functions for small and large organizations. His breadth of experience includes labor contract administration and the development of operating budgets. He has significant job evaluation experience and has conducted salary studies to ensure workforce competitiveness. He also has experience in the development and administration of local county substantial equivalency compensations systems to ensure compliance with State of NC guidelines. Bob has served as a subject matter expert for three different local government employers implementing client server human resource information systems. Bob graduated from High Point University with a bachelor's degree in Business Administration and has completed post graduate work in public administration at UNCG and Florida International University. He is a graduate of the Institute of Government's Municipal and County Administration Course, and he holds a certification as a Certified Compensation Professional (CCP).

Kim Newsom retired from Randolph County as the Human Resources Director. A native of the Piedmont Triad, Kim also boasts more than 40 years of human resources management experience including work with the NC Office of State Personnel, the Greenville Utilities Commission, and the NC Department of Human Resources, serving as personnel analyst for local mental health, public health, and social services departments in a 21 county region. Kim has a Bachelor's Degree in Economics from NC State University and has completed graduate level coursework at NC State and East Carolina University. Kim's has developed skill sets in a full range of human resources services with an emphasis on employee relations, classification and compensation, policy development and administration, interpretation and application of federal and state legislation, drug and alcohol policy administration, and supervision and managerial development. Kim is also a member of IPMA, serving as President of the NC chapter and as President of the Southern Region during his tenure.

Debbie Barnes grew up in Tennessee and graduated from Austin Peay State University with a focus in business and accounting. She has over 35 years of experience spanning both private and public industry. In the private sector, where she spent the majority of her career, Debbie held numerous Human Resource positions including compensation, benefits, employee relations, labor relations, recruiting, organizational development, HR generalist and business partner. During her time in compensation, Debbie designed and implemented a new pay structure from over 50 pay grades to 12 bands for a corporation of over 100,000 people. Her success in each of these fields allowed her to take on larger responsibilities. Based on her unique combination of abilities combining both strategic thinking and operational effectiveness, Debbie designed, implemented and led a global human resource shared services organization for Nortel Networks overseeing all compensation programs, benefits administration, expatriate administration, relocation, travel, all data entry, recruiting, performance evaluations, employee learning and development, leadership academies, workforce planning, HR reporting and analysis, employee satisfaction, new hire on-boarding, HR systems, contract negotiations and contract management. As Global Vice President of Human Resources, she led a project, collaborating with other human resource staff, information systems, finance, other business leaders and country leaders, to change the various human resource policies and processes of 23 countries into one globally allowing for the implementation of an enterprise wide SAP system. In her most recent position before retiring in 2014, Debbie was the Director of Human Resources for Brunswick County. During this time she partnered with leaders, employees and county commissioners; to revise out dated personnel policies; redesigned, automated and integrated performance appraisal and compensation programs; conducted and implemented a total compensation pay study; evolved the health insurance program from fully insured to self-insured funding; integrated the health insurance program with a wellness program saving approximately \$2M in three years and avoiding another \$2M of cost during the same time period; redesigned, automated and implemented a recruiting program from manual paper applications to on-line applications going from approximately 4 months to 30 days to hire staff.

Debbie is certified in Change and Transitions and completed various other HR and leadership curriculums. She has served on numerous volunteer committees in support of her community and currently serves on the Board of Trustees for Doshier Memorial Hospital located in Southport, NC.

VI. References

PTRC has been involved in human resources consulting for nearly two decades. The following is a list of local governments for whom services have been rendered recently and would be familiar with our work. Specific contact information is located in the cover letter to this proposal:

| | |
|---------------------|----------------------------------|
| Alamance County | Town of Beech Mountain |
| Caswell County | Town of Carolina Beach |
| Davidson County | Town of Elon |
| Davie County | Town of Gibsonville |
| Forsyth County | Town of Green Level |
| Guilford County | Town of Havelock (Current) |
| Montgomery County | Town of Highlands |
| Rockingham County | Town of Jamestown |
| Town of Archdale | Town of Kernersville |
| City of Asheboro | Town of Liberty |
| City of Burlington | Town of Madison |
| City of Eden | Town of Maggie Valley |
| City of Graham | Town of Mayodan |
| City of High Point | Town of Nags Head (Current) |
| City of Newton | Town of Ramseur |
| City of Randleman | Town of Warrenton |
| City of Reidsville | Town of Sawmills |
| City of Thomasville | Town of Jamestown |
| | Piedmont Triad Airport Authority |

VII. Fees for Service

PTRC proposes to complete the pay and classification study for a fee of \$25,500. This fee will be billed in three installments; twenty-five percent (25%) upon approval of this agreement; fifty percent (50%) upon delivery of the study findings, recommended job classification with implementation options; and, twenty-five percent (25%) on final acceptance of all product deliverables. Any alteration or modification from the above specifications involving extra cost of material or labor will be implemented only upon written instructions from the designated contact with the City.

| Fee Component | Fee |
|-----------------------|------------|
| Professional Services | \$21,500 |
| Motel | \$1,750 |
| Meals | \$450 |
| Travel | \$1,800 |
| Total | \$25,500 |

VIII. Acceptance of Proposal and Agreement

If you are in agreement with the terms of this proposal please indicate by signing below and returning a signed original to the offices of the PTRC. PTRC staff will begin work as soon as we are notified of your acceptance. This confirms your intention to accept the scope of work as indicated in the proposal presented by the PTRC, provide assistance and otherwise meet the responsibilities outlined, and you are confirming the encumbrance of funds sufficient to pay the fees for services rendered.

Please return acceptance to:
Matt Reece, Assistant Director
Piedmont Triad Regional Council
1398 Carrollton Crossing Drive
Kernersville, NC 27284

For your information:
Office - 336-904-0300 / mreece@ptrc.org / www.ptrc.org

City of Hendersonville

Secretary ATTEST

Signature

Title

Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer).

Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 06/29/16

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 07/07/16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

Establish the budget for the Kennel Club Fund 160 for FY16-17. This budget was inadvertently left off the Budget Ordinance document but was included in the Budget Message. It needs to be in the Budget Ordinance or adopted by a budget amendment (attached) to be legally adopted. This is a small special revenue fund and totals \$7,000.

Budget Impact: \$ 7000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

This will establish budget for Fund 160, using its existing fund balance.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move to approve the attached budget amendment.

Attachments:

See below...



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted:

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 7-7-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05d

The City of Hendersonville has received a petition from Flat Rock Hospitality, LLC for a satellite annexation of 2.00 acres of the property identified as Parcel Identification Number 9588-40-9182 located between Upward Road and Education Drive. This annexation application is related to a sewer service request. The map distance from the proposed satellite corporate limits is 9,123 feet from the primary corporate limits. The total area within the satellite corporate areas, including land involved in this petition, constitutes 3.6 percent of the area within the primary corporate limits. Please refer to the attached maps and survey for additional information.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation.

Budget Impact: \$0 Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move Council to accept the City Clerk's Certificate of Sufficiency for the Flat Rock Hospitality, LLC petition and set August 4, 2016 as the date for the public hearing.

Attachments:

Certificate of Sufficiency
Maps

Proposed Annexation
City of Hendersonville

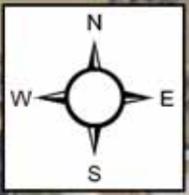


City of Hendersonville
June 2016

Area of Annexation petition
2.0 Acres

Legend

-  Subject Property
-  Hendersonville Boundary



CERTIFICATE OF SUFFICIENCY

**Re: Petition for Satellite Annexation
Upward Road (Flat Rock Hospitality)
File No. P14-16-A**

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the satellite annexation of 2.00 acres of the property identified as Parcel Identification Number 9588-40-9182 located between Upward Road and Education Drive.

- A. According to the Development Assistance Department, the area described in the petition meets all of the standards set out in GS160A-58.1(b).
1. The map distance from the proposed satellite corporate limits is 9,123 feet from the primary corporate limits.
 2. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
 3. The area is situated so the City will, if City Council so determines, be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
 4. The area proposed for annexation is not a subdivision as defined in GS 160A-376.
 5. The total area within the satellite corporate areas, including land involved in this petition, constitutes 3.6 percent of the area within the primary corporate limits.
- B. The petition bears the names addresses and signatures of all owners of the real property within the area proposed for annexation.
- C. A metes and bounds description is attached to the petition.
- D. A map showing the area proposed for annexation with relation to the primary corporate limits of Hendersonville is attached to the petition.

Having made the findings stated above, I hereby certify the petition for satellite annexation presented by Satis Patel for Flat Rock Hospitality, LLC is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 17 day of June, 2016.

Tammie K. Drake
Tammie K. Drake, MMC, City Clerk

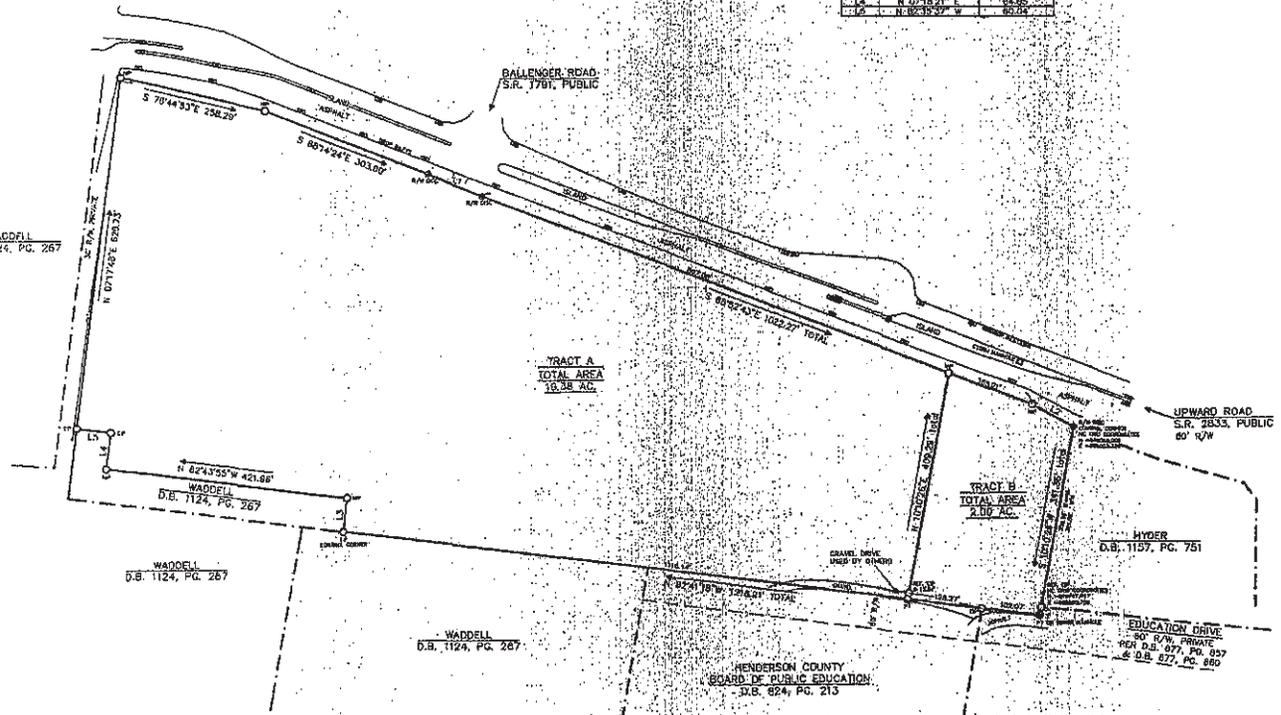
SLIDE 10160



| Course | Bearing | Distance |
|--------|--------------|----------|
| 1 | S 70°44'33"E | 258.25' |
| 2 | S 80°14'24"E | 303.05' |
| 3 | S 88°34'16"E | 1022.27' |
| 4 | N 82°4'55"W | 421.98' |



WADDELL
D.B. 1124, PG. 267



TRACT A
TOTAL AREA
16.38 AC

TRACT B
TOTAL AREA
2.07 AC

DEED REF:
D.B. 1178, PG. 326
D.B. 1368, PG. 592

PLAT REF:
UNRECORDED PLAT BY
STACY RHODES, PLS L-2959
"PLAT FOR ROBERT QUATTLEBAUM"
JOB #67-70, DATED 04/10/87

UNRECORDED PLAT BY
NCDOT, DIVISION OF HIGHWAYS
"STATE OF NC, DOT vs. QUATTLEBAUM PROPERTIES F, LLC"
TP R-4430, 11-10-09

REVISED: RE-SURVEYED AND DIVIDED PROPERTY ON 01/17/16

CURRENT OWNER: QUATTLEBAUM PROPERTIES F, LLC

PART OF TAX MAP #0509.03-40-0182



W. Lee Surveyor
I, *W. Lee*, Surveyor of Henderson County, North Carolina, do hereby certify that this plat is true and correct as shown on the original plat and as approved by the Henderson County Board of Commissioners.

W. Lee Notary Public
I, *W. Lee*, Notary Public for Henderson County, North Carolina, do hereby certify that the above named person is duly qualified and authorized to perform the duties of a Notary Public in and for Henderson County, North Carolina.

This plat was presented for registration and recorded in this office in Plat Book *W-10160* on the *30th* day of *June*, 2016 A.D. at *11:24* o'clock *A.M.*

William Lee King
Surveyor
by *Willa Blair, Assistant*

This property is not located within 2000 ft of a NCPS monument line and determined by Satellite Computation.

THIS PROPERTY IS LOCATED WITHIN 1/2 MILE OF AN UNINCORPORATED DISTRICT THERE ARE NO HOMESTAYS ON THIS PROPERTY THERE ARE NO PROTECTED RIDGES ON THIS PROPERTY THERE ARE NO PERSONAL STREAMS ON THIS PROPERTY

THIS PROPERTY IS NOT LOCATED WITHIN A WATER SUPPLY WATERSHED

THIS PROPERTY IS LOCATED WITHIN THE NC ZONING DISTRICT "RESIDENTIAL COMMERCIAL DISTRICT" (R-2000) EXCEPTED ZONES

FRONT LOT FROM PROPERTY SUR OF 100 FEET DEPTHS ARE 100 FEET DEPTHS ARE 100 FEET

THESE STATEMENTS ARE BASED ON INFORMATION FROM THE HENDERSON COUNTY GIS

BOOK 2016 PAGE 10160 (1)



W.B. WILLIAMS REALTY HENDERSON COUNTY, NC

THIS SURVEY CONSTITUTES A SUBDIVISION OF LAND WITHIN THE JURISDICTION OF A COUNTY OR MUNICIPALITY THERE HAS BEEN COMPLIANCE THAT REGULATES THE DIVISION OF LAND.

I, David C. Manning, certify that this plat was drawn under my supervision, with my actual survey made under my personal direction and supervision in the year 2016. I have the original plat and all necessary data and information on hand and I certify that the plat was prepared in accordance with the laws of North Carolina, and that the plat is a true and correct copy of the original survey and that the plat is a true and correct copy of the original survey and that the plat is a true and correct copy of the original survey.

David C. Manning 5/31/16
David C. Manning, PLS L-3204



STATE OF NORTH CAROLINA
HENDERSON COUNTY
BLUE RIDGE TOWNSHIP

TRACTS A & B
MAJOR SUBDIVISION FOR
QUATTLEBAUM PROPERTIES F, LLC
MASTER PLAN

DWID G. HORTLEY & ASSOC.
LAND SURVEYORS
4701 EARLY STREET
HENDERSONVILLE, NC 28752
(704) 933-5077

SURVEY DCH
DRAWN BY
SCALE 1" = 100 FT
DATE 11/06/14
DWG. NO. H-86725

PLAT L-3204



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/27/2016

Presenter: John Connet

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

City staff has been working informally with several regional local governments and universities on a project to recruit gigabit (125 MB per second) level broadband to our area. Traditional broadband in our area is well below 30 MB per second. The project is being modeled after similar projects in the Raleigh/Durham/Chapel Hill and the Greensboro area. The goal of the project is to recruit a broadband provider that can provide this high speed service to residential, commercial and industrial customers in all areas of our community at a reasonable price. The best example of this type of project is the implementation of Google fiber in metropolitan areas. However, there are many other vendors now entering this market. The ultimate goal is to have very high speed broadband cabling deployed throughout our community in the same manner as Cable TV was deployed thirty to forty years ago. The next step in the process is to develop a regional coalition of local governments and universities to develop a Request for Proposals (RFP) to recruit potential private sector providers to this area. We have asked Land of Sky Regional Council of Governments to serve as the facilitator of this process. Attached please find the necessary documents to formalize this coalition and establish funding that will be used to match grants to hire a consultant to guide us through this process. In the next ten years, we honestly believe that broadband service will be considered as a necessity for economic growth in the same manner as water and sewer and electricity.

Budget Impact: \$ 5,226 _____ Is this expenditure approved in the current fiscal year budget? No _____ If no, describe how it will be funded.

We will request the utilization of contingency funds for this project.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move that the City Council approve the City of Hendersonville's participation in the WestNGN Broadband Project

Attachments:

WestNGN Steering Committee Charter
WestNGN Memorandum of Agreement



Mutual Agreement

West – Next Generation Networks (WestNGN) STEERING COMMITTEE

PURPOSE

The goal of this agreement is to expand high-speed, gigabit service in the region. This is Phase I of a multi-phased project.

MISSION

The WestNGN Steering Committee will serve as the primary and sustaining group among WestNGN stakeholders. The Steering Committee will serve as the conduit to the governing boards of participating municipalities and universities. They will also create subcommittees and appoint members, review recommendations from subcommittees, approve vendors for negotiation, coordinate management of the final network, and make decisions on adding or removing Committee members. The initial focus of the Steering Committee is in support of the WestNGN RFP process with the goal to expand gigabit service in the region. It is expected that a review of governance needs will be undertaken to oversee management of the final network and that the Committee charter will be reviewed and adjusted as needed at that time.

DECISION DOMAINS

Steering Committee members will be responsible for technical, legal, operational, and financial issues that may need to be researched in order to help the municipalities stay abreast of project developments and ongoing operations. When those issues require changes to current strategy, the Steering Committee will determine whether decisions can be made at the committee level or must be sent back to the municipalities. All committee members represent their communities.

The Steering Committee will also author new policies, such as the incorporation of new member communities, as they deem appropriate.

AREAS OF FOCUS

Initially, discussions and recommendations will cover at a minimum:

- Membership and assignments for subcommittees
- Preferred qualities and conditions in vendors and their proposals
- Processes for moving from proposals to contracts
- Coordinated efforts among participating municipalities on how to best utilize the new network(s)
- Monitoring the efficacy of network and business operations
- Inclusion and timing of adding new municipalities into the coalition
- Communications

MEMBERSHIP

Each WestNGN community and university will appoint a single voting representative who is authorized to make decisions for the municipality/university. Committee appointments persist until a municipality/university changes its voting representative. At the discretion of the Steering Committee, up to two at-large, non-voting members may be invited to participate based on functional needs determined by the committee, such as coordination of municipal and/or state governments or other functions. Committee membership will be reviewed periodically and adjusted as appropriate.

Entities with voting members on the Steering Committee along with their initial appointments (or their designee) are as follows:

1. **City of Asheville:** City Manager, Gary Jackson
2. **Town of Biltmore Forest:** Town Administrator, Jonathan Kanipe
3. **Town of Fletcher:** Town Manager, Mark Biberdorf
4. **City of Hendersonville:** City Manager, John Connet
5. **Town of Laurel Park:** Town Manager, Alison Melnikova
6. **Town of Waynesville:** Town Alderman, Jon Feichter
7. **UNC-Asheville:** Associate Provost, Ed Katz

TERM OF EXISTENCE

Upon completion of this phase of the project, this Steering Committee will be dissolved.

PROCEDURES

- Committee activities – Support for the activities of the Committee will be provided by one of the municipalities, university, or regional council
- Meeting structure – The chairperson or a designee will collect agenda items and circulate agendas in advance of each meeting to ensure informed discussions of scheduled topics.
- Meeting frequency – biweekly during proposal reviews and contract negotiations. The committee will determine modifications to the schedule as needs change.
- Reporting – Each representative will be responsible for reporting back to their governing body.
- Documentation of proceedings – All meetings shall have notes of discussions, recommendations and action items.
- Voting - Decisions will be made by majority vote of the voting membership. Quorum shall consist of a majority of voting Committee members.

The Committee will modify the above procedures or establish additional procedures as appropriate.

SUBCOMMITTEES

The Steering Committee will establish or review the need for subcommittees and create or sunset as they deem appropriate. Initially, two subcommittees will be created:

Technical Evaluation/Advisory Group (TEAG)

Subcommittee Charge: The Technical Evaluation/Advisory Group (TEAG) will serve as the primary work group in support of the Steering Committee. The TEAG will review all vendor proposals as well as the feedback from each of the municipalities' reviews of these documents and provide comparisons across the proposals. They will also recommend vendors to the Steering Committee for negotiation. As negotiations proceed, the TEAG will provide input and guidance to the Vendor Interfacing and Negotiation Group.

The TEAG Subcommittee shall consist of one member from each Steering Committee member entity and any additional members if the Steering Committee determines there is need for specialized expertise. Subcommittee lifetime is anticipated to be 6-18 months, beginning in April 2016.

Vendor Interfacing and Negotiation Group (VING)

Subcommittee Charge: The Vendor Interfacing and Negotiation Group (VING) will provide a single, common interface to vendors through which all communications occur. Furthermore, the VING will negotiate common agreement language, services, coverage areas, and more with selected vendors. They will also recommend contract language to the governing boards and other decision makers with the understanding that certain specific terms and conditions required for local municipal contracts may need to be incorporated separately.

This VING Subcommittee shall consist of up to four (4) members selected by the Steering Committee as needs and expertise dictate, including experience in municipal government management; experience operating large, complex local area networks such as those at research universities; and substantial experience negotiating fiber leases and/or building regional networks. Subcommittee lifetime is anticipated to be 4-6 months beginning in April 2016.

SPECIALIZED EXPERTISE AND OTHER SUPPORT FUNCTIONS

The Steering Committee will review the need for specialized expertise and engage such expertise as deemed appropriate. This expertise could take the form of a working group to provide legal review, engaging one or more individuals who have experience in building gigabit fiber networks, communications expertise, or otherwise. Such specialized expertise is likely to be relevant to specific activities in the project, and so it is anticipated that it will be convened on an ad hoc basis. Likewise, the Steering Committee may determine the need for interim or ongoing assistance in areas such as Project Management, and will incorporate such expertise at the time and in the form it determines.

Mutual Agreement
WestNGN – High Gigabit Broadband

SIGNATORIES

Date: _____

| | |
|-------|-------------------------|
| _____ | City of Asheville |
| _____ | Town of Biltmore Forest |
| _____ | Town of Fletcher |
| _____ | City of Hendersonville |
| _____ | Town of Laurel Park |
| _____ | Town of Waynesville |
| _____ | UNC - Asheville |



Memorandum of Agreement

Broadband WestNGN Project Coordination

THIS AGREEMENT, made _____ by and between Land of Sky Regional Council, hereinafter called the "Council", and the City of Hendersonville, NC, hereinafter called the "City."

WITNESSETH

WHEREAS, the Council operates to provide planning and technical assistance to local governments and for region-wide projects in Region B as empowered by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972.; and

WHEREAS, the City requests that the Council provide such technical assistance, as detailed in the following Scope of Work; and

NOW, THEREFORE, the Council and the City mutually agree to the following:

1. **Employment and Scope of Work**

The City hereby agrees to engage the Council and the Council agrees to perform in a satisfactory and proper manner the work below:

- A. Project Management for expansion of the West - Next Generation Network (WestNGN)
 - a. Convene the steering committee
 - b. Conduct data analysis for the region
 - c. Compile data and information for the RFP
 - d. Draft and write the RFP
 - e. Gather the community sections and compile them into the RFP format
 - f. Facilitate communications with the Steering Committee and supporters
 - g. Administer the RFP release and response process

2. **Length of Contract**

The Council shall ensure that all services required herein shall be provided during the period beginning on June 1, 2016 and ending June 30, 2017.

3. **Assignability**

The Council shall not assign any interest in this MOA, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the City or unless specifically contained in the Scope of Services attached hereto.

4. **Compensation and Method of Payment**

The City will pay the Council for the services provided hereunder as stipulated in the Scope of Work attached hereto. Inclusive in this amount are associated travel costs and expenses directly related to the project. The total cost of this agreement is \$5,226.

Payment will be made in a lump sum within three months from the start of the contract.

5. **Termination of MOA for Cause**

If, for any cause, the Council shall fail to fulfill in a timely and proper manner its obligations under this MOA, or if the Council shall violate any of the covenants, agreements, or stipulations of this MOA, the City shall thereupon have the right to terminate this MOA by giving written notice to the Council of such termination thirty days before such effective date. During the thirty-day notification period, the Council shall have the opportunity to remedy any failures or violations to avoid termination of the MOA. If termination occurs, the Council shall be entitled to receive just and equitable compensation for all satisfactory work completed.

6. **Changes**

The City may request changes in the Scope of Services to be performed by the Council hereunder. Such changes which are mutually agreed upon by and between the City and Council, shall be incorporated as written amendments to this MOA.

7. **Records**

The Council shall maintain financial records pertaining to this MOA for three years after final settlement or until cleared by audit.

8. **Access to Records**

The Council shall have access to appropriate records on file at the City which are necessary for Council staff to fulfill the terms of this MOA.

9. **Interest of Contractor**

The Council covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOA. The Council further covenants that in the performance of this MOA no person having any such interest shall knowingly be employed.

10. **Findings Confidential**

Any reports, information, data, etc., given to or prepared or assembled by the Council under this MOA which the City requests to be kept confidential shall not be made available to any individual or organization other than the City, except as required by law.

11. **Complete Agreement**

This MOA contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. **Applicable Laws**

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

13. **Indemnification**

- a. To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the City as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.
- b. To the extent allowed by law, the City agrees to indemnify, hold harmless and defend the Council as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of The City or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written.

City of Hendersonville

Land of Sky Regional Council

By: _____

By: _____

Justin Hembree

Title: _____

Title: Executive Director

Attachment A: Budget

| WestNGN - Gigabit Broadband Project | | | | | | |
|--|------------------|--------------------------------------|-----------------|---------------------|---------------------------|--------------------------------------|
| | Community | Population per US Census 2014 | Flat Fee | Population % | Fee per Population | Total \$ per Local Government |
| 1 | Asheville | 87,882 | \$ 4,000 | 72% | \$ 7,893 | \$ 11,893 |
| 2 | Hendersonville | 13,650 | \$ 4,000 | 11% | \$ 1,226 | \$ 5,226 |
| 3 | Waynesville | 9,761 | \$ 4,000 | 8% | \$ 877 | \$ 4,877 |
| 4 | Fletcher | 7,487 | \$ 4,000 | 6% | \$ 672 | \$ 4,672 |
| 5 | Biltmore Forest | 1,422 | \$ 4,000 | 1% | \$ 128 | \$ 4,128 |
| 6 | Laurel Park | 2,278 | \$ 4,000 | 2% | \$ 205 | \$ 4,205 |
| | Totals | 122,480 | \$ 24,000 | 100% | \$ 11,000 | \$ 35,000 |



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Finance

Date Submitted: 06/27/16

Presenter: Lisa White

Date of Council Meeting to consider this item: July, 7, 2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

The City Council originally approved the Purchasing Policy on August 6, 2015. The minimum purchasing threshold which required a purchase order was set at \$1,500. After operating under the policy for nearly a year, City operational staff has found that this level is cumbersome and has caused delays in service. Therefore, after several months of review, meetings with staff of all levels involved in the purchasing process and management team discussions, staff would like to request that the purchasing policy be revised to set the first purchasing threshold to require a requisition/purchase order to \$2,500.00. The Finance department concurs and feels that this level will continue to regulate purchases to ensure public funds are spent with prudence.

In addition, changing the minimum threshold will require an amendment to section, 2.4 Authorization, in order to comply with pre-audit requirements:

G.S. 159-28 requires that all purchases be pre-audited by the finance officer or any deputy finance officer. See attached. The Finance Director signs all purchase orders in order to comply with this statute, however per the amendments to the City Purchasing Policy, purchases under \$2,500 will not require a purchase order. Therefore, these purchases do not comply with the state statute. In order to meet the state requirements, staff recommends the following language be added to Section III of the purchasing policy: "and may be made upon the approval of the department head. In order to meet the pre-audit requirements of GS. 159-28 each department head shall be appointed a deputy finance director for purchases less than \$2,500.

Budget Impact: \$ none Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move that City Council revise the City of Hendersonville Purchasing Policy as presented to establish the minimum threshold to require a purchase order to \$2,500 and appoint each department head as a deputy finance officer for the purposes of G.S. 159-28 to pre-audit purchases less than \$2,500.

Attachments:

Purchasing Policy -Amended
GS 159-28

PURCHASING POLICY



Revised July 7, 2016

**City of Hendersonville, North Carolina
Purchasing Policy Manual**



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GLOSSARY

Bid: a multi-step process required of the City by North Carolina General Statutes. Quotes from three separate vendors are required during any bid process unless the good or service to be supplied is produced by only one vendor.

Informal Bid: A bid on items \$30,000.00 and above. Request for quotes are not required to be advertised to the public. Purchases in this category do not need to be approved by City Council.

Formal Bid: A bid on items \$90,000.00 and above or on services \$500,000.00 and above. Public advertisement of the request for quote and bid process must be made, bids must be opened in public forum, and City Council must approve the winning bid.

Quote: a price provided by a vendor on a provided good or service.

Informal Quote: a quote received via verbal communication, email, website, catalog, or fax.

Formal Quote: A price quote received via U.S. Mail, email, fax, or hand delivery.

Requisition: input into the financial system by a department to request the generation of a purchase order by the Finance Department prior to a purchase.

Purchase Order (PO): authorization for the purchase of goods sent by the Finance Department to a vendor prior to the purchase.

Request for Written Quotation (RFQ): A request sent to a vendor for a written quote on a certain good or service.

Encumbering: to commit a given amount of money to the payment of an order.

Purchasing/ Procurement: interchangeable, how the City obtains needed goods and services.

Department Head: The individual authorized to make purchasing decisions on behalf of his/ her department.

Vendor: provider of a good or service.

I. FORWARD

This purchasing policy is intended for use as a guide to the City of Hendersonville's purchasing methods and practice. When used properly, the policies and procedures established herein will enable the City to obtain needed goods and services efficiently and economically. The goal of this policy is to give structure to the City of Hendersonville's procurement methods and to set guidelines for City departments.

The understanding and cooperation of all employees is essential in order for the City to maximize the value of each taxpayer dollar spent. While this manual does not answer all procurement related questions, it provides a sound foundation for City procurement methods.

The goals of the City's purchasing program are as follows:

1. To comply with legal and ethical requirements of public purchasing and procurement.
2. To assure vendors that impartial and equal treatment is afforded to all who conduct business with the City.
3. To receive maximum value for money spent by awarding purchase orders to the lowest responsible, responsive bidder, taking into consideration quality, performance, support, delivery schedule, previous performance, business location, and other relevant factors.
4. To provide City departments the required goods and services in a timely manner in the proper quantity and quality while providing necessary information to the City Finance Department.
5. To professionally administer the search for sources of supplies, the development of new sources, the selection of suppliers, negotiations, commitments, follow-ups, and adjustments.
6. To promote healthy business relationships through informed and fair purchasing practice and maintenance of ethical standards.
7. To maximize the standardization of products used by all departments in order to minimize stock levels and obtain better prices for necessary goods and services.

If the procedures and guidelines established in this manual are followed, each department will be capable of managing, controlling, and planning available resources to meet present and future needs in order to help the City meet set goals. Any questions or concerns about this manual or the established procedures should be directed to the City Finance Department.

This manual is effective immediately following City Council adoption and supersedes all previous purchasing or procurement instructions or directives.

II. GENERAL GUIDELINES

2.1 Local Buying

It is the desire of the City of Hendersonville to contract with vendors within the City and Henderson County whenever possible. The City has a responsibility to its citizens and local businesses; however, the City must ensure taxpayer money is spent with prudence. The City **does not** make purchasing decisions based exclusively on the location of the vendor; however, every effort will be made to encourage qualified local vendors and suppliers to compete for City business.

2.2 Planning

It is imperative that all City departments take time to properly plan purchases. Purchasing plans should be made for goods and services to be purchased in both the near and distant future; thereby minimizing small orders and last minute purchases. Planning is of highest importance to the City because proper planning reduces unnecessary clerical and supervisory time costs associated with the procurement process.

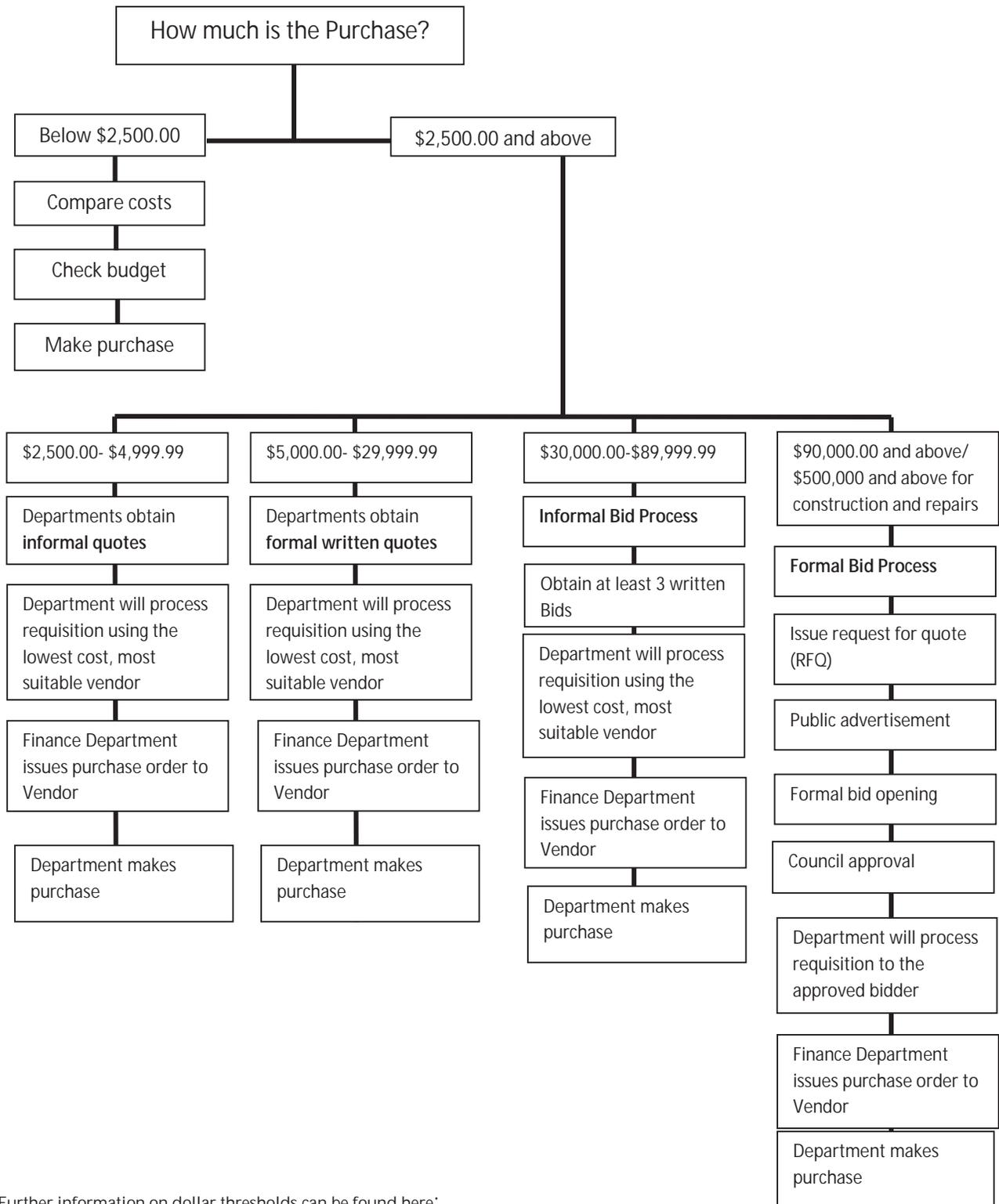
2.3 Buying Proper Quality

Quality and service are as important as price when considering goods for purchase; it is the duty of the requesting department to secure the most cost-effective good or service that will meet but not exceed the requirements for which the goods or services are intended. In some instances the lowest price does not necessarily mean the lowest cost. A higher price, higher quality product may save the City from excess expenses in the future. The requesting department should take this into consideration when making a purchase.

2.4 Authorization

Department Heads have been delegated the authority to approve purchases made under \$2,500.00. Department Heads should only authorize purchases for necessary goods when proper documentation is provided and funds are available to make the purchase. The Department Head or his designee must authorize each invoice with signature and date before forwarding to Finance for payment. This authorization verifies that the goods and or services have been received, the budgeted funds are available and the invoice has been coded to the proper account number.

PURCHASING FLOW CHART



Further information on dollar thresholds can be found here:
<http://www.sog.unc.edu/sites/www.sog.unc.edu/files/Dollar%20Thresholds%20Chart%202013.pdf>

III. PURCHASING PROCEDURE

3.1 Purchases less than \$2,500.00

Purchases less than \$2,500.00 do not require a Requisition or a Purchase Order (PO) and may be made upon the approval of the department head. In order to meet the pre-audit requirements of GS. 159-28 each department shall be appointed a deputy finance director for purchases less than \$2,500. These purchases may be made by utilizing the City's Procurement Card (P-Card) process, check requests, or vendor accounts. Please see the City's specific policy for acceptable P-Card expenses. Every purchase should follow a cost comparison to ensure a competitive price and quality for each good and service purchased. Issues that may override the price comparison process may include delivery time and material specifications.

ALL PURCHASES \$2,500.00 AND ABOVE REQUIRE A REQUISITION AND PURCHASE ORDER (PO).

3.2 Purchases between \$2,500.00 and \$4,999.99

Purchases in this price range may be obtained by the requesting department(s) through an informal quote process. No minimum number of quotes is required however, it is encouraged that every attempt is made to acquire at least three (3) quotes. The informal quotes may be received through verbal communications, email, or fax. Verbal quotes must be noted in typed or hand written form documenting price, date quoted, name of vendor, and name of the individual representative of the vendor. Quotes are to be scanned and submitted with the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.3 Purchases between \$5,000.00 and \$29,999.99

Purchases in this price range are obtained through the formal quote process. In the formal quote process, the requesting department is required to receive at least three (3) quotes via U.S. Mail, email, fax, or hand delivery. The required three written quotes are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.4 Purchases between \$30,000.00 and \$89,999.99

Purchases in this range must be obtained through informal bids. Departments are responsible for sending a request for quote (RFQ) and will allow vendors sufficient time to respond to the request based on the complexity of the request. RFQs in the informal bid range may or may not be advertised to the public. A minimum of three (3) vendors, if available, will receive the RFQ. Every effort will be made to obtain at least three (3) quotes. Quotes in the informal bid range may be submitted through U.S. Mail, email, fax, or hand delivery. No verbal quotes are acceptable in the informal bid price range. Purchases in the informal bid range do not require City Council approval. In this range, a no bid may be accepted as a bid. In accordance with N.C.G.S. § 143-131, a Request for Written Quotation will be used for purchases of \$30,000 to formal limits (3.2a) with or without advertising. The required three written informal bids are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.5 Purchases \$90,000.00 and above/Services \$500,000.00 and above

Purchases in this range must be obtained through formal bids. Departments are responsible for sending a request for quote (RFQ) and will allow vendors sufficient time to respond to the request based on the complexity of the request. Every effort will be made to obtain at least three (3) bids. A newspaper advertisement must run at least seven (7) days prior to the bid opening. Written bids in this range must be submitted in a sealed envelope and must be opened at a public bid opening. Purchases in the formal range require City Council approval. In accordance with N.C.G.S. § 143-129, invitation for formal bids will be used for purchases of \$90,000 and greater (\$500,000 and greater for construction and repairs). This will include advertising in the local newspaper and/ or other advertising media as deemed appropriate and receiving sealed bids. The supporting documentation and all bids received are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

IV. VENDOR SELECTION

4.1 Selection Policy

Vendors will be selected on a competitive basis. Formal bids and informal bids will be solicited by the requesting department. Bid awards, purchase orders and/ or contracts will be issued to the lowest, responsive, responsible bidder. The City of Hendersonville will not use vendors who have been debarred by Federal, State, or Local governments.

4.2 Gifts and Gratuities

City employees are prohibited from soliciting or accepting any rebate, money, costly entertainment, gift, or gratuity (with the exception of mementos and novelties of nominal value) from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded. The City will not tolerate circumstances that produce, or reasonably appear to produce, conflicts between the personal interests of an employee and the interests of the City. Accordingly, the City may terminate, at no charge to the City, any purchase order contract if it is found that substantial gifts or gratuities were offered to a City employee. The City may also take disciplinary action, including dismissal, against a City employee who solicits or accepts gifts or gratuities of any value whatsoever.

V. SPECIAL PROCUREMENT PROCEDURES

5.1 Blanket Purchase Order

Blanket purchase orders will be issued to selected vendors for the procurement of certain items after competitive pricing has been completed and if budgeted funds are available. Blanket purchase orders are intended to expedite the procurement of frequently needed and repetitious supplies. Blanket purchase orders should be made for goods and services when the amount of clerical or administrative work otherwise involved is impractical. Examples of items procured through a blanket purchase order include: janitorial services, maintenance service contracts, chemicals, temporary personnel services, automotive parts, and others. Blanket purchase orders will encumber the requesting department's funds for any amounts remaining on the purchase order.

Requisition for blanket purchase orders must include all required information along with the following additional information:

1. Time period the purchase order is valid
2. Items covered by the blanket purchase order
3. The Not to Exceed (NTE) amount
4. A listing of all personnel approved to purchase from the blanket purchase order

All vendor delivery tickets must be signed by an authorized City employee indicating receipt of the goods and/ or services. All delivery tickets from blanket purchase orders must be scanned and forwarded to Accounts Payable as supporting documentation for invoice processing.

5.2 Emergency Purchases

In cases of emergencies, the Department Head or his/ her designee may purchase directly from any vendor the supplies or services whose immediate procurement is essential to prevent delays in work which may affect the life, health, safety, or convenience of City of Hendersonville employees or citizens.

The user department shall exercise good judgment and use established vendors if possible when making emergency purchases. Always obtain the best possible price and limit purchases to those items emergency related. Not anticipating needs does not constitute an emergency situation. First, determine if a true emergency does exist. Second, anticipate needs and avoid emergency situations whenever possible. Emergency orders are always costly. Vendors usually charge top prices if supplies or services must be obtained on an emergency basis.

During working hours, follow standard purchasing procedure as usual as soon as time and the situation permits.

After working hours, the following procedure should be used for emergency purchases: verify funds are available and if needed complete a Request to Transfer Funds form and forward immediately to the Budget office. The packing slip or invoice received should be coded with the

account(s) to be charged and signed, scan/ attach a brief explanation of the nature of the emergency and forward to Accounts Payable with the invoice. Emergency purchases, although sometimes necessary, are costly both in time and money. The use of emergency procedures should be limited and will be monitored for abuse.

5.3 Sole Source of Supply

In the event there is only one vendor capable of providing a particular good or service, the competitive pricing procedures outlined in this manual may be waived by the Finance Department. Whenever a Department Head decides to purchase goods from a sole source, he/ she shall document on the requisition why only one company or individual is capable of providing the goods required. The provisions of N.C.G.S. § 143-129 will be followed requiring Council approval for sole source exception for all purchases made at or above statute levels.

5.4 Single Brand Convenience

The City recognizes in certain scenarios it is efficient to purchase items from a single provider rather than a variety of vendors. In such cases exceptions may be made to standard purchasing procedure; given proper documentation is provided. The purchaser should note reasons buying from a certain vendor will be more efficient in the long run and attach such documentation to each requisition.

Example: One brand of printer City-wide would allow the same type of ink cartridge to be ordered and reduces time cost related to finding multiple brands. This also allows the City to buy ink cartridges in bulk from a single provider, further reducing cost.

5.5 State of North Carolina Purchase Contract

All Departments may use the State of North Carolina Department of Administration Purchase and Contract Division whenever possible for procurement of capital and non-capital items. It shall be the responsibility of Department Heads to familiarize themselves with this purchasing method and to check for needed goods and services which are available through this resource at a lower cost than many other vendors offer. This system expedites the purchase of goods, offers pricing compatible with quotes received from formal and informal bids, and satisfies North Carolina General Statutes. Examples of goods on State Contract are: law enforcement vehicles, office furniture, copiers, janitorial supplies, copier paper, light bulbs, etc. Contact the Finance Department with questions regarding goods on State Contract.

The State of North Carolina Interactive Purchasing System can be found on the web at www.ips.state.nc.us/ips/Default.aspx.

The North Carolina E-Procurement System can be found on the web at <http://eprourement.nc.gov/>

5.6 Piggybacking

The department head may use the piggybacking process whenever necessary to purchase apparatus, supplies, materials, and equipment. Contracts in the informal range can be used as a tool to solicit additional bids, but no Council action is necessary. For purchases of \$90,000 and above, the provisions of N.C.G.S. § 143-129 will be followed.

5.7 Professional Services

Normal competitive procedures are difficult to use in securing professional services such as attorneys, planners, and other professionals who, in keeping with the standards of their discipline, will not enter into a competitive bidding process. When an agreement between a professional service company and the City is established, a purchase order with the proposed amount shall be issued to satisfy accounting and statutory requirements. Purchases from professionals shall otherwise follow N.C.G.S. § 143-64.31 and 64.32.

5.8 Service Contracts

All service contracts, for which the contractor will perform work while on City property, must be accompanied by a standard contract form. The contract must follow all signature procedures and contain all necessary insurance and payment options. The completed and signed contract must be reviewed by the City Attorney, signed by the City Manager, pre-audited by the Finance Director, and be filed in the office of the City Clerk. The executed contract should be scanned and attached to the department requisition that is forwarded to the Finance Department. The City will not enter into contractual agreements that are subject to automatic renewal and will attempt to structure contracts to coincide with the fiscal year.

Contracts authorized by City Council through direct award or budget authorization may be executed by the City Manager. Subsequent orders changing the original contract, which do not exceed the approved cost of the contract, will be executed by the City Manager.

City Council must approve all contracts that meet any of the following criteria:

1. Contracts subject to statutory bid thresholds
2. Contracts with terms greater than one year
3. Contracts exceeding budgetary approval, which require a budget amendment
4. Contracts suggesting a significant policy change as determined by the City Manager.

5.9 Vendors with City Accounts

The City should have accounts with certain vendors where possible in order to expedite the purchasing process for frequently needed minor items. In the event the City has an account with a certain vendor, City employees should not use purchase cards to obtain goods or services from the vendor. Proper purchasing procedures should be followed and only authorized purchases should be charged to City accounts.

VI. DELIVERY AND PERFORMANCE

A completed and accepted purchase order by the parties concerned must produce the intended results or objectives before it can be considered a successful or completed purchase. The terms and conditions must clearly define the delivery and performance requirements of the services, supplies, or equipment.

The importance of the delivery schedule will be emphasized to the vendor. Delivery requirements will be clearly written and fully understood by all vendors. If several items are required by the purchase order, there may be a different delivery schedule for each item. It is necessary to clearly indicate the delivery location on the requisition.

6.1 Partial Deliveries

Some purchase orders may list several items. It is possible the vendor may complete timely delivery on some items, which is referred to as "partial delivery". Upon receipt of a partial delivery, photocopy the purchase order; attach a copy of the signed delivery receipt and forward to the Finance Department along with the vendor invoice indicating which lines of the purchase order are to be paid.

6.2 Non-Performance

If a vendor fails to meet any requirements(s) of the specifications or terms and conditions of the contract or purchase order, the vendor can be cited for non-performance. The seriousness of non-performance will be evaluated based upon the circumstances of each violation.

VII. INSPECTION AND TESTING

Life and safety as well as successful operation of expensive equipment and supplies may depend upon how well a purchased item meets design and performance specifications.

Goods and materials should be checked at the time of receipt for damage or defects. The inspection shall include assuring goods comply with the specifications. If damage is found or the goods fail to comply with the specifications, the item(s) shall be rejected as outlined below.

7.1 Rejection

In order to protect the City's rights in the event of rejection, for whatever reason, the vendor shall be informed immediately. Reasons for the rejection must be documented in memo form, attached to a copy of the purchase order and forwarded to the Finance Department in a timely manner.

7.2 Damaged Goods

One of the major reasons for immediately inspecting the goods or materials upon receipt is to detect any visible damage. It is necessary that all damage including evidence of concealed damage shall be documented by memo, attached to a copy of the purchase order, forwarded to the Finance Department, reported to the vendor as soon as possible, and informs the vendor of the damaged goods. When it is apparent that the extent of the damage causes the goods to be worthless, they will not be accepted.

7.3 Latent Defects

Latent defects may be the result of damage in transit or failure of the manufacturer to conform to specifications. Consequently, it is often difficult to fix responsibility for the defective material. If specific liability for the defect cannot be determined between the carrier, the vendor, or the manufacturer, the City may file a claim against all parties. A memo attached to a copy of the purchase order must be forwarded to the Finance Department.

VIII. VENDOR RELATIONS

Good vendor relations are valuable business assets established through mutual confidence and satisfactory business communication between buyer and seller. An important contribution toward promoting and preserving these relations is a clear understanding of the method of contract between buyer and seller. Any conflicts which may arise should be reported to the Finance Department.

IX. SALE OF CITY PROPERTY

The City Manager has been authorized by the Hendersonville City Council to declare as surplus single asset or property or a group of items with a value of up to \$30,000.00, to set its fair market value, and to convey title to the property and to advertise electronically the sale of any personal property. The City Manager shall sign the Sale of Property Authorization form **prior** to the sale or disposal of any City property. The Finance Department shall keep all approved forms, which will record a description of the property sold or exchanged, and the amount of money or other considerations received for each sale or exchange. N.C.G.S. § 160A-265 through 280 should be referenced before the sale of any City property in order to ensure statutes and procedure are followed properly.

X. FUEL CARDS

Fuel cards will be assigned to City owned vehicles and are required to be used to purchase fuel for City vehicles, or in some instances, to purchase fuel for other job-related equipment such as: weed-eaters, lawn mowers, leaf-blowers, etc. It is not appropriate for City employees to use fuel cards to purchase fuel for any other vehicle or equipment other than which the card was issued to. Fuel cards are required to remain with the assigned vehicle and any missing cards should be reported immediately. Employees are required to use their PIN when purchasing fuel. Any unauthorized use of a PIN not assigned to the employee will result in disciplinary action up to and including termination.

XI. PURCHASE CARDS

Purchase cards exist to provide departments a flexible and efficient way to make **small** purchases. Purchase cards empower the cardholder to acquire necessary materials to conduct business and/ or deliver services in a more convenient and expeditious manner. Purchase cards should not be used to procure items or services not directly related to City business. Purchase cards cannot be used to purchase fuel for city vehicles. All city vehicles will have fuel cards which must be used.

11.1 Employee Responsibilities

No purchase over \$2,500.00 shall be made using the purchase card system without a purchase order. Purchase cards assigned to employees may have approval limits set by Department Heads below the \$2500.00 policy threshold. If an employee needs to make a purchase above the limit set by the Department Head, the employee should consult with the Department Head before making a transaction.

1. The purchase card that each cardholder receives shall only be used by the cardholder. No other person is authorized to use this card. The cardholder may make transactions on behalf of others in their department/ division; however, the cardholder is responsible for all purchases charged to their card.
2. The total value of a transaction shall not exceed a cardholder's single purchase limit. Payment for a purchase shall not be split into multiple transactions to stay within the single purchase limit.
3. The cardholder is responsible for maintaining receipts of all card transactions and scanning all receipts into the purchase card banking system. Receipts are required for all purchases. Failure to scan and attach receipts in a timely manner may result in the cardholder losing the privilege of using a City purchasing card.
4. Purchase cards may be used by for lodging and for training/ professional activities. Purchase cards cannot be used for meals during employee travel. Cardholders should consult the City's Travel Policy for more information.

11.2 Receipts and Receipt Submission

Receipts should be collected and kept for all transactions. If a detailed receipt is not obtained from the vendor, a Lost/ Missing Receipt Form and a detailed list of what was purchased will be required with the receipt. Repeated lost or missing receipts may result in a cardholder losing the privilege associated with a City purchasing card. A detailed receipt should be provided for all purchases.

Receipts should be scanned into the on-line Purchase Card Bank system and attached to their corresponding transaction. Scanning receipts to the system will streamline the accounts payable procedure and make processing transactions simpler for all parties involved.

11.3 Unauthorized Purchases

Certain items should not be purchased by City employees. Any of the following items listed below have been deemed inappropriate for purchase by City employees:

1. Personal purchases or for personal identification
2. A single purchase that exceeds the cardholder's single purchase limit
3. Cash advances
4. Gift Cards
5. Alcoholic beverages
6. Purchase of in-room movies during a hotel/ motel stay while on City business

11.4 Consequences of Improper Use

A cardholder who makes unauthorized purchases or carelessly uses a purchase card will be liable to the City of Hendersonville for the total dollar amount of such purchases plus any administrative fees charged by the bank or card company in connection with the misuse. The cardholder's employment may also be terminated and will be subject to legal action.

Cardholders are expected to obtain the best prices available on purchases. Purchase of an item above market prices where the vendor gives the employee any form of gift, bonus, or premium whether in the form of cash or merchandise is considered a kickback, is illegal, and can result in disciplinary action up to and including termination of employment and lawful prosecution. City policy strictly forbids anything in exchange for making a purchase.

For further information regarding the City's Purchasing Card Policy, review the "Credit Card Purchases" form found at <http://www.cityofhendersonville.org/index.aspx?page=91>.

XII. FRINGE BENEFITS

Any item purchased for an employee must be a valid business expense and not considered wages to the individual. Clothing, non-monetary awards, meals, travel, and other items may be considered wages depending on circumstances. Awards of cash or cash equivalents are always considered wages regardless of the amount awarded. All awards and purchases considered wages to an employee must be processed through payroll and will be subject to all applicable taxes. Please contact the Finance Department with any questions.

Any award of cash or cash equivalents must be pre-approved by the City Manager.

XIII. EXHIBITS

Exhibit A. Items Not Requiring a Purchase Order

Exhibit B. Vendor Performance Evaluation

Exhibit C. Purchase Order/ Quote Form

Exhibit D. Sale of City Property Authorization

EXHIBIT A

Items Not Requiring a Purchase Order

1. Advertising: legal ads, radio announcements, etc.
2. Specified chemicals
3. Dues
4. Claim payments (Citizens filing for damages/ reimbursement)
5. Insurance
6. Medical examinations
7. Medical supplies (Fire and Rescue)
8. Land purchases & easements
9. Petty cash & replenishing funds
10. Postage
11. Refunds
12. Building rental
13. Tuition or other fees for approved educational purposes
14. Utilities (electricity, water, sewer, cable, internet, natural gas, trash, etc.)
15. Lease purchase payments, debt service payment
16. Approved travel arrangements and accommodations

City of Hendersonville

VENDOR PERFORMANCE EVALUATION

EXHIBIT B

Please take a moment to complete this vendor performance evaluation and return it to the City Finance Department.

Vendor Name: _____ Purchase Order #: _____

Date Promised: ____/____/____ Actual Delivery Date: ____/____/____

Details or Remarks: _____

Check all of the following that apply about the vendor & goods or services purchased:

- Suggests Cost-Saving Possibilities
- Competitive Pricing:
- Knowledge of Products and Industry
- Prompt & Accurate Technical Assistance
- Advises of any Potential Trouble
- Replaces Rejected Items in a Timely Manner
- Courteous & Helpful
- Handles Complaints Promptly
- Expedites and Handles All Courteously
- Delivers on or Before Specified Time

Quality of Item: _____ Delivery: _____

Service: _____ Comments: _____

PURCHASE ORDER QUANTITIES ARE OVER OR SHORT: _____

Overall Rating: Please rate the vendor for this purchase on a scale of 1-10 with (1) indicating unacceptable performance and (10) indicating extreme satisfaction with the vendor.

OVERALL RATING: _____



City of Hendersonville

PURCHASE ORDER/QUOTE FORM

EXHIBIT C

| | |
|----------------|-------------|
| Employee Name: | Department: |
|----------------|-------------|

| | | |
|-----------------------|--------------------------|--|
| DATE QUOTES OBTAINED: | DATE GOODS ARE REQUIRED: | <input type="checkbox"/> DEPT WILL PICK UP <input type="checkbox"/> EMERGENCY ORDER |
|-----------------------|--------------------------|--|

| | VENDOR 1 NAME | VENDOR 2 NAME: | VENDOR 3 NAME: |
|--------------|---------------|----------------|----------------|
| VENDOR #: | | | |
| CONTACT: | | | |
| PHONE #: | | | |
| TOTAL QUOTE: | | | |

| ACCOUNT # | QTY | ITEM DESCRIPTION | UNIT | TOTAL |
|-----------|-----|------------------|------|-------|
| | | | | |
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REASON(S) QUOTES NOT OBTAINED /EXPLANATION OF SOLE SOURCE OR EMERGENCY:



City of Hendersonville

SALE OF CITY PROPERTY AUTHORIZATION

EXHIBIT D

The Department Head is required to obtain authorization from the City Manager **prior** to the sale or disposal of any City Property, regardless of value. Include any additional relevant information necessary. Please attach a photo of the item sold if available.

Complete the table below prior to the disposal of property:

| | | | |
|--------------------|--|--|--|
| PROPERTY SOLD | | SALE PROCEEDS ESTIMATE | |
| PROPERTY CONDITION | | DEPT/BUDGET WHICH MADE THE ORIGINAL PURCHASE | |
| YEAR | | CITY I.D. # | |
| MILEAGE | | VIN / SERIAL # | |
| MAKE | | LISENCE PLATE# | |
| MODEL | | | |

Other description, notes:

Department Head Signature: _____ Date: ____/____/____

City Manager Signature: _____ Date: ____/____/____

Complete the table below after the disposal of property:

| | | | |
|---|----|---|--|
| NAME OF INDIVIDUAL OR BUSINESS THAT PROPERTY WAS SOLD TO: | | DATE PAYMENT RECEIVED BY CITY: | |
| SALE PROCEEDS ACTUAL | \$ | SIGNATURE OF CITY EMPLOYEE RECEIVING PAYMENT: | |

This completed/ signed and authorized form must be submitted to the Finance Department along with the proceeds of any sale of property. If an item is scrapped or disposed of with no proceeds this completed/ signed and authorized form must be submitted to the Finance Department within 5 days of the disposition of property.

SUBCHAPTER III. BUDGETS AND FISCAL CONTROL.

Article 3.

The Local Government Budget and Fiscal Control Act.

§ 159-28. Budgetary accounting for appropriations.

(a) Incurring Obligations. - No obligation may be incurred in a program, function, or activity accounted for in a fund included in the budget ordinance unless the budget ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay in the current fiscal year the sums obligated by the transaction for the current fiscal year. No obligation may be incurred for a capital project or a grant project authorized by a project ordinance unless that project ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay the sums obligated by the transaction. If an obligation is evidenced by a contract or agreement requiring the payment of money or by a purchase order for supplies and materials, the contract, agreement, or purchase order shall include on its face a certificate stating that the instrument has been preaudited to assure compliance with this subsection unless the obligation or a document related to the obligation has been approved by the Local Government Commission, in which case no certificate shall be required. The certificate, which **shall be signed by the finance officer or any deputy finance officer approved for this purpose by the governing board**, shall take substantially the following form:

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)."

Certificates in the form prescribed by G.S. 153-130 or 160-411 as those sections read on June 30, 1973, or by G.S. 159-28(b) as that section read on June 30, 1975, are sufficient until supplies of forms in existence on June 30, 1975, are exhausted.

An obligation incurred in violation of this subsection is invalid and may not be enforced. The finance officer shall establish procedures to assure compliance with this subsection.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 6/28/16

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 7/7/16

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

Etowah Area Water System Improvements - Water Tank Preferred Brand Alternative

The Etowah Area Water System Improvements project is nearing design completion and will soon be ready to bid. In order to get better pricing the City will bid out the project in two contracts - one for the proposed water distribution lines and pump station and the second for the proposed 500,000-gallon water storage tank and site work.

NCGS 133-3 mandates and encourages free and open competition on public contracts. Over the last fifteen years the City has installed and/or obtained as a part of development six (6) Aquastore brand water tanks as manufactured by CST Storage of DeKalb, Illinois. These above-ground tanks are constructed of glass-fused bolted steel sheets. City staff have been extremely satisfied with their construction quality and low maintenance. Because the surface does not require repainting as other steel tanks, there is a significant cost savings in using Aquastore tanks. It is for these reasons that staff is requesting that our engineer, McGill Associates, write Aquastore as a preferred brand alternative in the water storage tank project specifications.

Attached you will find a memo from the engineer and water tank specifications containing performance standards for your approval. These items are being presented and approved in order to meet the requirements of NCGS 133-3. Please let us know if you have any questions.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I hereby move to approve the written justification for the use of Aquastore, as manufactured by CST Storage, as the preferred brand of water storage tank for the Etowah Area Water System Improvements project. I also hereby move to approve the attached specifications and performance standards for a ground-mounted, glass-coated steel storage tank naming Aquastore, as manufactured by CST Storage, as the preferred brand.

Attachments:

Project Memo from McGill Associates
Ground-mounted, Glass-Coated Steel Storage Tank Specifications



PROJECT MEMO

To: Brent Detwiler, PE
City of Hendersonville

From: Keith Webb, P.E.
McGill Associates

CC: Lee Smith, Utilities Director
City of Hendersonville
Don Hunley, P.E.

Date: June 27, 2016

Re: Etowah Area Water System Improvements
Sole Source Bid for Water Storage Tank

The **Water System Improvements – Etowah Area** project includes the construction of a new 500,000 gallon water storage tank to be located on the town's site at the end of Oak Knoll Drive. As a part of the design effort McGill Associates was requested to evaluate the type of water storage tank to be allowed for this project. Our evaluation, based information from previous water projects completed for the City of Hendersonville, leads us to the recommendation that the project include technical specifications for the sole source of a glass-fused-to-steel coated bolted steel water storage tank as supplied by Aquastore (CST Storage).

North Carolina statutes, NCGS 133-3, mandates and encourages free and open competition on publically funded contracts. Over the last fifteen (15) years the City of Hendersonville has installed and/or obtained as a part of development, six (6) Aquastore brand water storage tanks as manufactured by CST Storage of DeKalb, Illinois. These above-ground tanks are constructed of glass-fused-to-steel coated bolted steel panels and have and continue to serve the City water system as designed. City staff have been extremely satisfied with their construction quality, low maintenance and long service life. The glassed-fused-to-steel surface does not require repainting as other steel tanks, and only routine maintenance such as internal inspection and cleaning is required. Past experience has shown that there are cost savings for the City with the use of the Aquastore water storage tanks, both upfront and life cycle costs.

Given this justification and discussions with City staff McGill Associates has prepared technical specifications for the water storage tank permitting only the use of the glass-

fused-to-steel coated bolted steel tank as manufactured and supplied by CST Storage of DeKalb, Illinois.

The project bid documents have been setup to accept sole source bids for the CTS Storage, Aquastore tank as the base bid with consideration of an alternate deduct bid for other, prequalified tank suppliers. In compliance with NC G.S. 133-3 the technical specifications do allow for the submittal of information and request for prequalification of alternate types of tank construction materials. McGill Associates in conjunction with the City staff will review and respond to each prequalification request.

A copy of the technical specification for the project covering the water storage tank, Section 221219 – Ground-mounted, Glass-Coated Steel Storage Tank is attached for your information.

SECTION 221219 - GROUND-MOUNTED, GLASS-COATED STEEL STORAGE TANK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The work covered by this Section consists of furnishing all labor, equipment, supplies and materials necessary for the manufacture, fabrication, delivery, erection and testing of glass-fused-to-steel coated, bolted steel ground-mounted water storage tank for storage of domestic and/or fire-suppression water complete with appurtenances in strict accordance with this Section of the specifications and the applicable drawings.

1.3 DEFINITIONS

- A. Reservoir: Flat-bottomed, cylindrical, surface water-storage tank with shell height equal to or less than its diameter.
- B. Standpipe: Flat-bottomed, cylindrical, surface water-storage tank with shell height greater than its diameter.
- C. CR: Chlorosulfonated polyethylene synthetic rubber.
- D. DFT: Nominal dry film thickness.
- E. NR: Natural rubber.
- F. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Ground-mounted water-storage tank(s), including structural reinforcement and foundation, shall be capable of withstanding the effects of dead and live gravity loads and winds of 100 mph or greater, and shall be designed in accordance with the local building codes, including seismic load conditions.

- B. Seismic Performance: Ground-mounted water-storage tank(s), including structural reinforcement and foundation, shall be capable of withstanding the effects of earthquake motions determined for the location where the tank is to be erected in accordance with the local building codes.
- C. Thermal Movements: Ground-mounted water-storage tank(s), including structural reinforcement and foundation, shall allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.
- D. The storage tank(s) shall be the Manufacturer's/Contractor's standard design for the specified size and type with reasonable variations from these technical specifications, but not from AWWA requirements, to allow Manufacturer's/Contractor's to bid their standard designs. Any variations from these technical specifications shall have prior approval of the Engineer.

1.5 PREQUALIFICATION OF ALTERNATE TANK SUPPLIERS

- A. The water storage tank for this project to be considered as the base bid for this project shall be as manufactured by CST Storage of DeKalb, Illinois and be their Aquastore type/brand (Local Supplier: N/S Carolina Storage Systems, Inc. of Shelby, NC). Other manufacturers wishing to supply tanks of alternate designs and/or materials for this project must submit a prequalification package for review to the Engineer a minimum of 14 days prior to the bid date as set in the Advertisement for Bids. The Engineer will review each submittal and will notify the appropriate parties as to approval/rejection and shall issue an addendum to all Bidders a minimum of three (3) days prior to the date set for receipt of bids. As a minimum each submittal shall include the following materials and must show evidence that:
 - 1. Describe the type of tank material and construction methods proposed to be used and their compliance with applicable AWWA specifications for water storage tanks. The submittal shall include a drawing showing the dimensions of the tank and compliance with the project drawings, a list of no less than seven (7) tanks built and in place for a minimum of five (5) years of equal or greater volume. For each tank provide the capacity, date of construction, date placed in service, dimensions, the project Engineer including email and telephone contact, and the Owner with at least two updated references including email and telephone contact.

2. Provide evidence and documentation that the company constructing the tank has a minimum of five (5) years of experience in the design, fabrication and erection of water storage tanks, and provide documentation of the company's labor skill, reliability and financial stability to build and guarantee the tank in accordance with the quality required by these specifications. The company constructing the tank shall have built complete, in its own name, within the past five (5) years, a minimum of five (5) glass-fused-to-steel coated, bolted steel ground-mounted water storage tank or other preapproved material which meet these specifications.
3. The company shall have on its staff a full time professional engineer licensed in the state where the tank will be erected, who shall have no less than five (5) years of experience in the design and field construction of glass coated bolted steel tanks, and who shall be in responsible engineering charge of the work to be done. All working drawings and design calculations shall carry the seal of such registered professional engineer.
4. All workmanship shall be of excellent quality. The tank construction company shall have on its staff workmen well qualified for their respective trades.
5. Comply with AWWA D103, "Factory-Coated Bolted Steel Tanks for Water Storage," and with AWWA M42, "Steel Water-Storage Tanks," for bolted-steel, surface water-storage tanks, or with other applicable AWWA specifications for other types of water tanks of different materials of construction.
6. Comply with NFPA 22, "Water Tanks for Private Fire Protection," for surface water-storage tanks for fire-suppression water supply.

1.6 SUBMITTALS

- A. Product Data: Include the rated capacities, detailed design and dimensions of the tank(s) and foundation(s), general arrangement of the appurtenances, plate thicknesses, and ASTM specifications for all materials, accessories, appurtenances, and furnished specialties for each ground-mounted water-storage tank indicated.
- B. Foundation Design: The design of the foundation(s) shall be based on subsurface data, such as soil bearing capacities, total and differential settlement estimates, water table location and soil material classifications. When provided, a geotechnical report is located at the back of these specifications for the convenience of the Contractor and tank manufacturer. At their own expense, the Contractor and/or tank manufacturer may make their own investigations as they deem necessary, to determine the site conditions necessary for a complete and accurate design. The foundation design shall be prepared by the tank manufacturer and shall bear the seal and signature of a qualified professional engineer licensed to practice in the state where the tank(s) will be erected.

- C. Shop Drawings: All shop drawings and design calculations, signed and sealed by a qualified professional engineer registered in the state where the tank is to be erected, shall be submitted to the Engineer for review and approval prior to ordering or fabricating any materials. Show fabrication and installation details for each ground-mounted water-storage tank, including the following:
 - 1. Tank, roof, and shell openings.
 - 2. Safety railings and ladders.
 - 3. Plans, elevations, sections, details, and attachments to other work.
 - 4. Structural analysis data.
 - 5. Power, signal, and control wiring.
- D. Any fabrication and/or delivery of material prior to approval of the shop drawings shall be at the Contractor's risk.
- E. The Contractor shall furnish information documenting the experience of the tank manufacturer as described herein.
- F. Bacteriological test results.
- G. Operation and Maintenance Data: For the following to include in emergency, operation, and maintenance manuals:
 - 1. Obstruction lighting.
 - 2. Lightning protection.
 - 3. Cathodic protection.

1.7 QUALITY ASSURANCE

- A. Tank(s) shall be manufactured by Aquastore (Local Supplier: N/S Carolina Storage Systems, Inc. of Shelby, NC), or approved equal. Other manufacturers wishing to supply equipment for this project must submit a prequalification submittal for approval to the Engineer 15 days prior to the bid date following the procedures outlined in Section 1.5 of this specification and showing evidence that:
 - 1. The company constructing the tank shall be a firm with at least five (5) years experience in the design, fabrication and erection of factory applied glass-fused-to-steel (glass coated) bolted steel tanks, and shall give satisfactory evidence that it has the skill, reliability and financial stability to build and guarantee the tank in accordance with the quality required by these specifications. The company constructing the tank shall have built complete in its own name in the past five (5) years, and be presently responsible for, a minimum of five (5) glass coated bolted steel tanks which meet these specifications and which are now giving satisfactory service.

2. The company shall have on its staff a full time professional engineer licensed in the state where the tank will be erected, who shall have no less than five (5) years experience in the design and field construction of glass coated bolted steel tanks, and who shall be in responsible engineering charge of the work to be done. All working drawings and design calculations shall carry the seal of such registered professional engineer.
3. All workmanship shall be of excellent quality. The tank construction company shall have on its staff workmen well qualified on their respective trades.
4. Comply with AWWA D103, "Factory-Coated Bolted Steel Tanks for Water Storage," and with AWWA M42, "Steel Water-Storage Tanks," for bolted-steel, surface water-storage tanks.
5. Comply with NFPA 22, "Water Tanks for Private Fire Protection," for surface water-storage tanks for fire-suppression water supply.

1.8 DELIVERY

- A. All plates, members and miscellaneous parts shall be packaged for shipment in such a fashion to prevent abrasion or scratching of the finished coating system.

PART 2 - PRODUCTS

2.1 BOLTED-STEEL RESERVOIRS

- A. All materials and equipment utilized in the construction of the storage tank and related appurtenances shall be new, in excellent condition and subject to adequate inspection and testing in accordance with accepted standards.
- B. Description: The materials, design, fabrication and erection of the bolt together steel tank(s) shall conform to the standards of AWWA D103, AWWA M42, and NFPA 22 noted in detail as follows:
 1. Plates and sheets used in the construction of the tank shell and roof, shall comply with the minimum standards of AWWA D103 Section 2.4.
 2. Rolled structural shapes shall conform to the minimum standards of AWWA D103 Section 2.5.
 3. Bolts used in tank joints shall be minimum of ½-inch diameter and shall meet the minimum requirements of AWWA D103 Section 2.2
 4. Other bolts shall conform to or at least be equal in strength to the latest revision of ASTM A307.
 5. All bolted connections shall incorporate air cured flexible sealant in compliance with AWWA D103 Section 2.10.2.
 6. All metal plates, sheets, members, and miscellaneous parts, except bolts, shall be factory coated in accordance with the provisions of AWWA D103

80 Section 10.4 and of paragraph B, "Coating Systems" of these specifications (below). Field coating, except for touch up, will not be permitted.

7. The lap joint shall be a one component, moisture cured, polyurethane compound. The sealant shall be suitable for contact with potable water and shall be certified to meet ANSI/NSF Additives Standard 61 for indirect additives. The lap joint sealant shall have a chlorine rating of no less than 100 ppm.
8. The responsibility of design for cathodic protection of the tank(s) shall be the responsibility of the tank manufacturer. Attachment of rectifier boxes, anodes, or wiring to tank structure shall be approved by tank manufacturers. When cathodic protection is specified, electrical continuity between all tank sidewall panels shall be the responsibility of the tank manufacturer.

2.2 COATING SYSTEM

- A. Following the decoiling process, the parts shall be steel grit blasted to the equivalent of SSPC SP10. The surface anchor pattern shall be not less than 1.0 mils. These parts shall be oiled on both sides to protect from corrosion during fabrication.
- B. After fabrication and prior to application of the coating system, all metal plates, members and miscellaneous parts, except bolts, shall be thoroughly cleaned by a hot wash rinse process followed immediately by hot air drying.
- C. All steel sheets and plates shall receive one (1) coat of glass pre-coat and two (2) coats of glass frit on both sides and shall be fired at a minimum temperature of 1,500 degrees F in accordance with manufacturer's recommendations. Minimum dry film thickness shall be 7.0 mils.
- D. After initial sheet preparation, all full height vertical wall sheets and all rectangular shaped floor sheets shall be machined and protected against corrosion by the manufacturer's standard process. Mastic shall not be acceptable as the only means to protect sheet edges from corrosion.
- E. All coated parts shall be randomly inspected and approved prior to shipment. Factory inspection shall include a mil thickness test (Mikrotest or equal) and a holiday detection test (Tinker Razor or equivalent). All coated sheets shall be inspected for color uniformity with an electronic colorimeter. An Owner's representative may be present during this process.
- F. The finished exterior color shall be the manufacturer's standard unless otherwise specified.
- G. All coated parts shall be protected from damage prior to packing for shipment.

- H. All small parts and appurtenances shall be hot dip galvanized in accordance with ASTM A386 unless otherwise specified.

2.3 FOUNDATIONS

- A. All flat bottom tank foundations shall conform to the Standards of AWWA D103 Sections 8.5 and 11.
- B. Reinforcing steel in foundations shall comply with requirements of ACI 318.
- C. The floor design is of reinforced concrete with an embedded glass coated steel starter per the manufacturer's design and in accordance with AWWA D103 latest edition.
- D. Leveling of the starter shall be required and the maximum differential elevation within the ring shall not exceed one-eighth (1/8) inch, nor exceed one-sixteenth (1/16) inch within any ten (10) feet of length.
- E. Place one butyl rubber elastomer waterstop seal on the inside surface of the starter ring below concrete floor line. Place one bentonite impregnated water seal below the butyl rubber seal. Install materials in accordance with the tank manufacturer's instructions.

2.4 ACCESSORIES AND APPURTENANCES

- A. The following accessories and appurtenances shall be provided with the storage tank(s) in accordance with the latest revision of AWWA D103 Section 5:
 - 1. One (1) access manhole near the base of the tank(s). Access manhole shall be located in the first ring of the tank shell at the location shown on the drawings. Manhole shall be either circular, with a minimum diameter of 24 inches, or square, with a minimum side length of 24 inches.
 - 2. Inlet pipe assembly including a base 90 degree bend with vertical pipe extending through the tank floor at the location(s) shown on the drawings. Pipe shall be ductile iron or welded steel (schedule 80). Where a separate outlet pipe is shown on the drawings, it shall be provided in the same fashion as described for the inlet pipe. All fittings shall be flanged for non-buried applications and mechanical joint with joint restraint for buried installations.
 - 3. One (1) internal overflow pipe assembly, including a base 90 degree bend with vertical pipe extending through the tank floor. The overflow pipe shall extend to the specified capacity line, have a flared section at the top, and shall be screened with a non-corrosive material to prevent the access of insects, birds, or other wildlife. Overflow pipe assembly shall include lateral supports. Pipe shall be ductile iron or welded steel (schedule 80) and shall be painted following installation with an NSF approved paint system.

4. One (1) drain pipe assembly, including a base 90 degree bend with vertical pipe extending through the tank floor. Pipe shall be ductile iron or welded steel (schedule 80).
5. A finial designed to safely vent the tank(s) during maximum rate filling or drawing. The finial shall be located at the top of the tank(s) and shall be rainproof and screened with a non-corrosive material to prevent the access of birds, insects or other wildlife.
6. An aluminum exterior ladder, extending from a point 10'-0" above the finished grade to the top of the tank(s). A 10'-0" long removable ladder section for hooking to the exterior ladder shall also be provided.
7. A fiberglass-reinforced plastic (FRP) interior ladder, extending from the tank floor to the roof hatch. Stainless steel is also an acceptable material for the interior ladder.
8. An approved rainproof access hatch on top of the tank(s) approximately 24 inches square with a curb at least 4 inches high with the hatch overlapping the roof opening at least 2 inches on all sides. The access hatch shall be located adjacent to the ladders and shall readily open in the direction of roof rise. The access hatch shall be installed a minimum of 12 inches above the overflow level and shall be provided with a locking hasp. A handrail shall be installed around the hatch area.
9. Two 2" threaded flanged outlets on top of the tank to allow for ultrasonic level transducer and other SCADA equipment.
10. A full travel float type indicator shall be furnished which shall indicate the water level by a traveling target on the exterior of the tank(s). If a portion of the tank is to be buried, then a half travel float type indicator may be required and shall be furnished at no additional cost to the Owner. The level indicator shall be scaled to the correct depth of the tank(s).
11. Additional accessories, if indicated on the drawings, may also be required.

2.5 NAMEPLATE

- A. A bronze nameplate shall be installed on the tank using a vertical, flat ¼-inch thick steel mounting plate. The nameplate shall be tooled and chased with raised letters having a border of a minimum size to adequately contain the lettering as indicated herein. Shop drawings shall be submitted for approval. The nameplate shall be free of blow holes and imperfections and shall be mounted using tamper proof fasteners. The nameplate shall be affixed to the tank exterior sidewalk at a location approximately five (5) feet from grade elevation in a position of unobstructed view. The nameplate shall contain at least the following, using Gothic Type lettering at least 5/8-inches in height:
 1. Tank capacity.
 2. Tank diameter.
 3. Tank height.
 4. High water level.
 5. Elevation of foundation above mean sea level.

6. Tank Contractor.
7. Year erected.
8. Tank service number.
9. Maximum design capacity.

PART 3 - EXECUTION

3.1 GROUND-MOUNTED STEEL WATER-STORAGE TANK INSTALLATION

A. Erection:

1. The tank foundation(s) shall be designed by the tank manufacturer. When provided, a geotechnical report is located at the back of these specifications for the convenience of the Contractor and the tank manufacturer. It is expressly understood that neither the Owner nor the Engineer will be responsible for interpretations or conclusions drawn from the geotechnical data by the Contractor and/or his suppliers. Additional test borings and other exploratory operations may be undertaken by the Contractor and/or tank manufacturer at his own expense to verify actual subsurface conditions at the tank site(s).
2. The floor shall be designed by the tank manufacturer and shall be constructed of reinforced concrete with an embedded glass-coated steel base ring. The design shall conform to AWWA D103, latest revision. The tank floor must slope to the tank drain.
3. Leveling of base ring shall be required and the maximum differential elevation within the ring shall not exceed one eighth (1/8") inch, nor exceed one sixteenth (1/16") inch within any ten (10 ft.) feet of length.
4. Field erection of glass-coated, bolt-together steel tanks shall be in strict accordance with the procedures outlined in the manufacturer's erection manual. Particular care shall be exercised in handling and bolting of the tank plates and members to avoid abrasion or scratching of the coating system. An electrical holiday test shall be performed during erection. All electrical leaks found on the inside surface of the tank(s) shall be repaired in accordance with the manufacturer's instructions. Prior to filling with water, all surface areas shall be inspected by the Engineer. All sheets with damaged coatings shall be replaced.
5. Placing of sealant on each connection may be inspected prior to the placement of adjacent member. However, the Engineer's inspection shall not relieve the Contractor of his responsibility for liquid tightness.
6. Tank roof shall be the manufacturer's standard, designed in accordance with AWWA D103, latest revision.

B. Backfill:

1. If any backfill is to be placed against the tank shell it shall be free of rocks or any other material that might damage the coating system. The tank supplier shall be responsible for designing the tank(s) to support backfill.
2. Backfill shall be placed in uniform lifts not exceeding 8 inches. Only hand-operated mechanical equipment shall be used to place the backfill within 5 feet of the tank wall.

3.2 CONNECTIONS

- A. Piping installation requirements are specified in Division 33 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect tanks to water-distribution piping.
- C. Connect drains to storm-drainage or discharge piping as indicated on Drawings.
- D. Ground equipment and connect wiring according to electrical requirements.

3.3 FIELD QUALITY CONTROL

- A. Testing: Upon completion of the erection and cleaning of the tank(s), the structure shall be filled with water and any leaks or other defects found shall be repaired and made tight to the satisfaction of the Engineer. Testing shall not occur until the sealant has fully cured. Water for one (1) test will be provided by the Owner at no cost to the Contractor. Additional water required for testing will be provided by the Owner at a cost to the Contractor based on the Owner's prevailing rate structure. The filling of the tank(s) for testing purposes will be in accordance with the Owner's schedule for available water. The tank shall be filled to the overflow level and all inlet/ outlet and drain valves shut. The water level shall be measured for a 48-hour period. Any change in water level over the test period will be considered unacceptable. No measurable leakage of the finished tank(s) will be allowed.
- B. Final Inspection: When the Contractor considers that all work has been completed, he shall notify the Engineer who will arrange for a final inspection of the work with representatives of the Owner, Engineer and Contractor in attendance. These representatives will thoroughly inspect the work and satisfy themselves that all provisions of the contract have been satisfactorily carried out.

3.4 CLEANING

- A. Disinfection: After all work on the tank(s) has been completed, including repair of any such defects disclosed by testing, the storage tank(s) shall be disinfected by either of the following methods:

1. Method 1 (NCDENR T15A, 18C, .1003)

- a. Fill to the overflow level with potable water to which sufficient chlorine has been added to provide a minimum concentration of 50 mg/l free available chlorine in the tank(s). The chlorine shall be introduced into the water as early during the filling process as possible. After a 24-hour detention period, the chlorinated water shall be drained and the tank(s) filled from the normal water supply. After refilling, the Contractor shall have at least two (2) bacteriological water samples tested by a state-approved laboratory to demonstrate and record the existence of satisfactory sanitary conditions prior to placing the tank(s) in service.

2. Method 2 (AWWA C652-92, "Method 2")

- a. Apply a 200 mg/l free available chlorine solution directly to the surfaces of all parts of the tank(s) that will be in contact with water when the tank is filled to the overflow level. The chlorine solution shall thoroughly coat all surfaces and shall be applied such that a 10 mg/l free available chlorine solution will be obtained when the tank is filled with water. The chlorine solution may be applied with suitable brushes or spray equipment. The disinfected surfaces shall remain in contact with the chlorine solution for at least 30 minutes, after which potable water shall be admitted, the drain piping purged, and the tank(s) filled to capacity. After filling, the Contractor shall have at least two (2) bacteriological water samples tested by a state-approved laboratory to demonstrate and record the existence of satisfactory sanitary conditions prior to placing the tank(s) in service. Note that this method involves the application of a concentrated chlorine solution and the Contractor shall be responsible for following all local, state, and federal health and safety regulations applicable to this activity.
- B. Proper disposal of chlorinated water, if required, shall be the responsibility of the Contractor.
- C. Clean Up: When the work nears completion, the Contractor shall remove all excess materials, debris, tools, temporary structures, equipment and unsightly material caused by his operations from the site of the work.

END OF SECTION 221219



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: June 24, 2016

Presenter: Tom Wooten

Date of Council Meeting to consider this item: July 7, 2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05h

The City has 13 bridges that we maintain in town. Bridge # 440350 on Old Tracey Grove Road is structurally deficient and we need to replace it. This bridge is on NCDOT's State Transportation Improvement Plan as project # B-5929 with approved funding. Fifteen firms submitted letters of interest for design services. Out of those fifteen firms, we selected Vaughn and Melton Consulting Engineers.

A scoping meeting was held in Raleigh on April 11, 2016 to cover the details of the project with NCDOT, Vaughn and Melton, and myself attending. NCDOT has reviewed the proposed scope of work and negotiated the man hours Vaughn and Melton submitted for the project and are ready to move forward. Attached is the proposed agreement along with the scope of work.

The City will be responsible for 20% of the cost to design and replace the bridge while Federal Highway Administration is responsible for the other 80% (administered by NCDOT). A capital improvement project has been set up to fund this project.

I am requesting approval by City Council to enter into this agreement with Vaughn and Melton for \$205,989.38 to complete the scope of work as stated in attachment "A" of the agreement.

Budget Impact: \$ 205,989.38 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move to allow the Public Works Director to enter into an agreement with Vaughn and Melton Consulting Engineers to complete the scope of work as described in attachment "A" of the agreement for \$205,989.38.

Attachments:

Proposed agreement and scope of work

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Hendersonville, North Carolina (“Owner”)

and Vaughn & Melton Consulting Engineers (“Engineer”)

Engineer agrees to provide the services described below to Owner for B-5929 (“Project”).

Description of Engineer’s Services: See Scope of Services, dated June 15, 2016, and included as Attachment ‘A’.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of

Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix and/or attachment), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$205,989.38

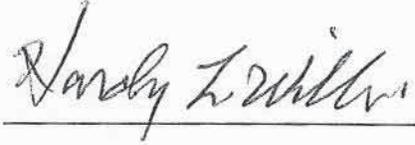
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Hendersonville, Public Works

ENGINEER: Vaughn & Melton Consulting Engineers

By:

By:



Title:

Title:

Project Manager

Date Signed:

Date Signed:

6/20/14

License or Certificate No. and State F-1088 NC

Address for giving notices:

Address for giving notices:

305 Williams Street

1318-F Patton Avenue

Hendersonville, North Carolina 28792

Asheville, North Carolina 28806



1318-F Patton Avenue
Asheville, North Carolina 28806
828-253-2796 * 828-253-4864 Fax
www.vaughnmelton.com

Attachment 'A'
B-5929 Henderson County
Municipal Project – City of Hendersonville
Replacement of Bridge #350 over Devils Fork Creek
June 15, 2016
Vaughn & Melton Consulting Engineers, Inc.
Scope of Services

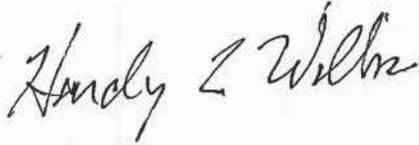
Vaughn & Melton Consulting Engineers, Inc. (V&M), with assistance from subconsultants, proposes to provide Professional Engineering and Land Surveying services for the referenced bridge replacement project. Following is a list of the individual tasks we propose to provide, comprising the scope of services.

1. Land Surveying services – V&M will provide conventional surveys and SUE services locating the existing bridge, road, stream, utilities and properties to a level necessary to complete the design of the project.
2. PDEA/Planning/Community involvement – V&M, with assistance from its subconsultant, RS&H, will prepare the necessary planning document for the project, and will properly notify the local residents and business owners.
3. Structure Design – V&M will furnish structural design, including final construction plans and documents for the proposed bridge over Devils Fork Creek.
4. Roadway Design – V&M will furnish roadway design for the approach roadway on each end of the bridge.
5. Traffic Control – V&M will furnish traffic management plans for the construction of the project.
6. Hydraulics – V&M will furnish hydraulic & hydrologic engineering in the analysis of Devils Fork Creek, for both the existing and proposed conditions. Also, V&M will provide surface drainage design for the roadway and bridge.
7. Erosion Control – V&M will furnish Erosion & Sedimentation Control plans for the project.
8. Geotechnical services – V&M, with assistance from its subconsultant, S&ME, Inc., will provide both geotechnical field subsurface investigation and reporting with foundation recommendations for the bridge and roadway.
9. Utility Coordination – V&M will coordinate with all affected utility owners, procuring and preparing Utility by Others plan sheets and UAPR's, as necessary, when temporary or permanent utility movements are needed for construction of the project.
10. Utility Design – V&M will design the necessary relocation of the adjacent existing water and sewer lines owned by the City of Hendersonville.

Please refer the Minutes of Scoping Meeting, attached, for additional details of the project, and of Vaughn & Melton's scope of services.

Respectfully submitted,

VAUGHN & MELTON CONSULTING ENGINEERS, INC.

A handwritten signature in black ink that reads "Hardy L. Willis". The signature is written in a cursive style with a large, stylized initial 'H'.

Hardy L. Willis, PE
Project Manager

Henderson County, Municipal Project B-5929
Hendersonville – Replacement of Bridge 350 over Devils Fork Creek

Minutes of Scoping Meeting
April 11, 2016
NCDOT Roadway Design Conference Room

Existing Bridge Conditions:

April 2014 – last bridge inspection

15.09 sufficiency rating

L=41' existing bridge length (one span)

Deck W=20.25' out to out, 19' clear width

30 degree skew

1996 ADT = 600 - 109 Truck (7%)

2025 ADT = 1200

More current traffic information is available from Mr. Tom Wooten (see notes below).

Bridge is located in a FEMA regulated flood hazard zone (100 year flood boundary)

(MOA does not apply).

5 endangered species (handout)

Overhead utilities on both sides of bridge

City water and sewer (detached) on either side (in creek)

Funding

- MB Agreement signed on 6/16/15
- PE \$150,000 (\$120,000 from FHWA, \$30,000 from City; or 80/20 split)

Schedule

Tentative Schedule:

October 2016 RW acquisition ... November 2017 Letting – (both will change)

V&M to submit revised schedule to Ray Lotfi by June, 2016.

- Right of Way and Construction tentative schedule dates TBD

Project Overview

- The project consists of three phases, PE, RW/Acquisition and the construction phase (includes the CEI). The City must receive the authorization and notice to proceed for each phase before work begins. All supplemental work must be reviewed and approved by NCDOT prior to work begins.
- Filing and documentation is key
- All supplemental work must be submitted by the city to the project coordinator (Ray Lotfi) for NCDOT's review and approval. The project coordinator and Special Design Squad (Mohammed Mahjoub) are the point of contact for this project (supplemental, reviews and other issues).

Invoicing frequency should not exceed quarterly

- All PE and RW/ Acquisition invoices with complete backup documentation will be submitted by the city to the project coordinator (Ray Lotfi). The construction and CEI invoices will be submitted by the city in the future to Division 14 assigned person. The project coordinator will assist with further funding and invoicing questions.

Estimate: Coordinate with Mohammed Mahjoub (Manhours within 5% of NCDOT estimate, and Fees within 10% of NCDOT estimate.) Negotiations will be performed if the mandays and fees do not fall within these ranges.

- Proposed bridge: Cored slab - 50' single span – utilize NCDOT SMU standard plans (asphalt overlay)
utilities not attached.
- PDR says 4 barrel RCBC. This is suggestion – go with bridge.
- Utility Coordination: send information and submittals to Special Studies. In fact, ALL submittals go through Special Studies Squad (Mohammed Mahjoub).
- Structural – PGD submittal is required. Also, submit structural design calcs at 75% submittal.

SUMMARY OF SCOPE OF V&M SERVICES:

- Structure Design
- Roadway
- Geotech (Sub – S&ME)
- Utility Coordination
- Utility Design
- Hydraulics
- Erosion/Sediment Control Plans
- TMP
- Planning / Environmental / Permitting (Sub – RS&H)
- Land Surveying
- SUE

Geotechnical investigation: 2 borings per bent

Structure: No S/W or bike lanes for now, but Tom Wooten will check pedestrian plan.

Planning document: if shutting down road, PCE likely. If staged construction, CE possibly. Environmental survey should take place ASAP - Needs to happen by July. Include northern long eared bat.

The draft planning document along with the 25% plan forwarded to Special Design (Mohammed Mahjoub) and copied to the Project Coordinator (Ray Lotfi).

Access off US 64 has been provided to business in SW corner (per Mohammed).

Planning notes:

No adjacent historic structures

Public mailing only (for notification)

No school buses

No greenways

Bridge if not historic

Keep NCDOT Division 14 in the loop

NCDOT Special Studies Squad will provide final plans to the Division

Invoice frequency should not exceed quarterly

Submit engineering agreement electronically

Shoulders, not curb & gutter.

SUE: Include UST's at gas station (RS&H will need this info).

Mohammed will coordinate with Cyrus Parker, NCDOT to determine what is needed

CEI will be later phase. V&M is to notify Tom Wooten if desire to provide that.

All environmental reports are the responsibility of the design team
NRTR, bat survey, etc. - plan on Jan Gay (V&M), but confirm later. (S&ME can fill in if needed)
Tom Wooten: March 2016, 326 ADT traffic count
Posted Speed limit? Unknown at time of meeting.

Keith Paschal, SMU:

Hold low steel if needed for hydro (assume for pricing).

Can use Oregon or Alaska rail if necessary

Vertical abutments may be required

Public Involvement (mailouts): send email to Mohammed when this phase is completed

Before estimate, send Mohammed assumed length of project (rdy and bridge), Google Earth picture.

(initial estimate is 200' each direction. Will need to survey 75' from EOP each side of road).

S&ME should include cost of traffic control for field work in their fee.

NOTE:

Information received following the scoping meeting:

- Street name correction- No change in project scope

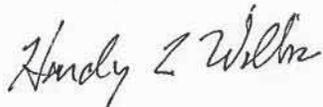
From Replacement of Bridge 350 Old Dana Road over Devils Fork Creek

To: Replacement of Bridge 350 Tracy Grove Road over Devils Fork Creek

- The City is considering sidewalks.
- Two executed copies of the engineering agreement and an electronic copy to be forwarded to Ray Lotfi.

Respectfully submitted,

VAUGHN & MELTON CONSULTING ENGINEERS



Hardy L. Willis, PE
Project Manager

Attachment: meeting sign-in sheet

SCOPING MEETING
MUNICIPAL BRIDGE PROJECT B-5929
BRIDGE # 350 OLD DANA ROAD OVER DEVILS FORK CREEK
CITY OF HENDERSONVILLE, HENDERSON COUNTY (DIV. 14)

DATE: 4/11/2016

Federal Aid Number: BRSTP-1932 (9)

Contract Number: 7500019705

WBS Number: 50150.1.1

| NAME | REPRESENTING | PHONE # | E:MAIL |
|------------------|-------------------------|----------------|-----------------------------|
| Ray Lottfi | NCDOT-STIP | (919) 707-4630 | ralottfi@ncdot.gov |
| John Lonstord | Vaughn & Melton | 919-977-9455 | JLonstord@vaughnmelon.com |
| Mohammed MAHJOUR | Special Studies | (919) 707 6275 | MAHJOUR@NCDOT.GOV |
| Chris Haire | NCDOT-Roadway | 919-707-6246 | chaire@ncdot.gov |
| CARL BARCLAY | NCDOT-UTILITIES | 919-707-6982 | CBARCLAY@NCDOT.GOV |
| Tom Wooten | City of Hendersonville | 828-697-3084 | twooten@hvlnc.gov |
| Wilson Stroud | NCDOT-PDEA Unit | 919-707-6045 | wstroud@ncdot.gov |
| David Teague | NCDOT-Geotech | 919-707-6877 | dteague@ncdot.gov |
| PAUL FISHER | NCDOT-Hyds | 919-707-6720 | PFISHER@NCDOT.GOV |
| KEITH PASCHAL | NCDOT-SMU | 919-707-6481 | kpaschal@ncdot.gov |
| Jenny Noonkester | RS+H | 704-940-4787 | jenny.noonkester@rsandh.com |
| Hardy Willis | V&M | 828-253-2796 | hwillis@vaughnmelon.com |
| Matt McCurdy | S&ME | 828-329-6175 | mmccurdy@smcinc.com |
| BRIAN BURCH, | Div 14 CONSTRUCTION Eng | TELECONFERENCE | |
| | | | |
| | | | |
| | | | |
| | | | |



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/7/2016

Presenter: John Connet

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05i

Halverson Company is offering the City of Hendersonville \$5000.00 to purchase approximately 288 square feet of property that was once a portion of the Market Street Right of Way. Staff recommends that the City Council except this offer under the following conditions:

1. The sale of the property is subject to the upset bid process as described in the North Carolina General Statutes.
2. The sale of the property is contingent upon the closing of Market Street
3. The sale of the property is contingent upon the granting of an access easement to the City of Hendersonville providing perpetual access to the City's property identified by PIN 9568739217.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

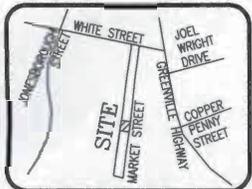
Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

Attachments:

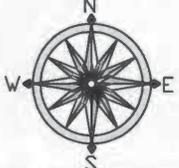
MARKET STREET RIGHT-OF-WAY TO BE ABANDONED
0.014 Acre
Along the Property of Larry G. Baber & The City of Hendersonville
Hendersonville, Henderson County, North Carolina

Being a portion of the existing public right-of-way of Market Street (formerly Shepherd Avenue) lying and being in the City of Hendersonville, Henderson County, North Carolina, to be abandoned, said portion of Market Street to be abandoned being more particularly described as follows:

BEGINNING at an existing iron pipe on the easterly margin of the right-of-way of Market Street (formerly Shepherd Avenue – 25' public right-of-way), said iron being a common corner between the City of Hendersonville property as described in Deed Book 1107, Page 172 of the Henderson County Public Registry and the Larry G. Baber property as described in Deed Book 1214, Page 93 of said Registry, said iron being furthermore located North $73^{\circ}32'47''$ West a distance of 287.09 feet from North Carolina Geodetic Survey Control Monument "Creek" (SPC 83 Coordinates N: 583,838.76 feet; E: 968,442.98 feet; Combined Grid Factor: 0.99977800), and runs thence from said BEGINNING point with a new line crossing Market Street North $73^{\circ}30'22''$ West a distance of 25.48 feet to a point on the westerly margin of the right-of-way of Market Street; thence with the westerly margin of the right-of-way of Market Street North $16^{\circ}29'38''$ East a distance of 23.80 feet to an existing iron pipe at the common corner between The City of Hendersonville property as referenced above and the Prosource Land Holdings, LLC property as described in Deed Book 1337, Page 234 of said Registry; thence with a new line crossing Market Street South $73^{\circ}32'47''$ East a distance of 25.47 feet to a point on the easterly margin of the right-of-way of Market Street; thence with the easterly margin of the right-of-way of Market Street South $16^{\circ}27'13''$ West a distance of 23.82 feet to the point and place of BEGINNING; containing 607 square feet or 0.014 acre, more or less, as shown on the attached Exhibit Map prepared by James Mauney & Associates, P.A. dated January 8, 2016.



VICINITY MAP
(NOT TO SCALE)



REF: NC GRID NAD 83

EXHIBIT MAP
MARKET STREET RIGHT-OF-WAY TO BE ABANDONED
 ALONG THE PROPERTY OF: LARRY G. BABER
 & THE CITY OF HENDERSONVILLE
 CITY OF HENDERSONVILLE,
 HENDERSON COUNTY, NORTH CAROLINA

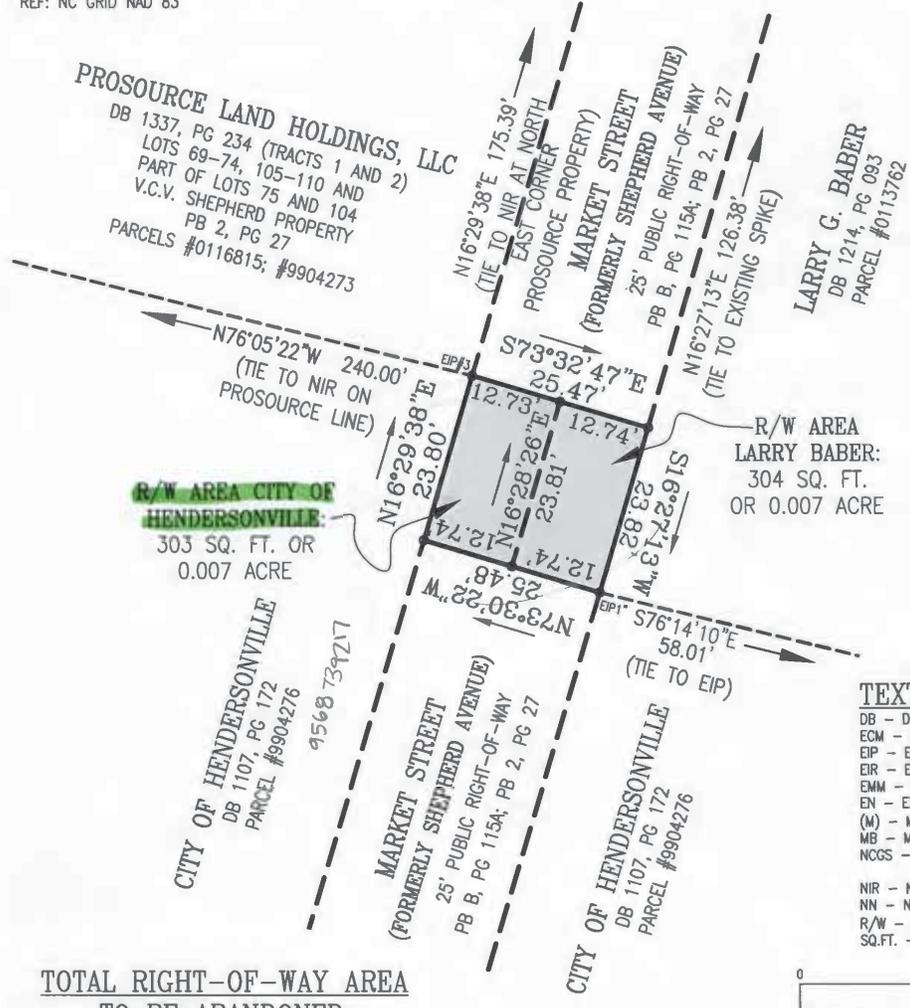
DATE: JANUARY 8, 2016
 SCALE: 1" = 20'
 JOB NUMBER: 6868
 SHEET 2 OF 2

MAP PREPARED BY
JAMES MAUNEY & ASSOCIATES, P.A.
 6405 WILKINSON BLVD. SUITE 11
 BELMONT, NC 28012, LICENSE NO. C-2373
 TEL:(704) 829-9623 FAX: (704)829-9625

- NOTES:**
1. THIS MAP IS FOR EXHIBIT PURPOSES ONLY- TO SHOW THE ABANDONMENT OF A PORTION OF MARKET STREET.
 2. BOUNDARY LINES AND EXISTING PROPERTY CORNERS SHOWN ON THIS EXHIBIT WERE PLOTTED FROM THE ALTA SURVEY PREPARED FOR HALVORSEN SUBURBAN CENTERS, LLC. BY JAMES MAUNEY & ASSOCIATES, P.A. DATED JUNE 24, 2014 (MAP FILE: F1257) AND FROM EXISTING RECORDS. NO ADDITIONAL FIELD WORK WAS CONDUCTED IN PREPARATION OF THIS EXHIBIT.
 3. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. THIS MAP DOES NOT REPRESENT A CURRENT SURVEY OF THE PROPERTY SHOWN. PHYSICAL IMPROVEMENTS AND MATTERS OF RECORD WHICH AFFECT THE PROPERTY ARE NOT SHOWN.

LINE LEGEND:

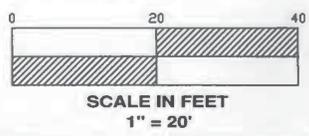
- PROPERTY LINE (SUBJECT PARCELS) ————
- PROPERTY LINE (ADJOINING PARCELS) ————
- RIGHT-OF-WAY ————



TEXT LEGEND:

- DB - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- EMM - EXISTING METAL MONUMENT
- EN - EXISTING NAIL
- (M) - MEASURED
- MB - MAP BOOK
- NCCS - NORTH CAROLINA GEODETIC SURVEY
- NIR - NEW IRON ROD
- NN - NEW NAIL
- R/W - RIGHT-OF-WAY
- SQ.FT. - SQUARE FEET

TOTAL RIGHT-OF-WAY AREA TO BE ABANDONED:
 607 SQ. FT. OR 0.014 ACRE





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Rhonda Wiggins

Department: Utilities

Date Submitted:

Presenter: Lee Smith

Date of Council Meeting to consider this item: July 7, 2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05j

Ingles Market #77 (Spartanburg Hwy / 176) Water Line Extension

This project will require an extension of the water system to serve the renovation and/or replacement of the existing Ingles Market located at the 625 Spartanburg Highway and the installation of a Gas Express fueling station. This project will be paid for by Ingles Markets.

The proposed system consists of:
1526 LF of 8" DIP CL350
Two (2) fire hydrants

Based on the above information, the Water and Sewer Department has the capacity to support this additional infrastructure and associated connections and hereby recommends approval of said project contingent upon final approval of construction plans and specifications by the Water and Sewer Department.

Budget Impact: \$ 0.00 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

"I move to accept this Water Utility Extension Project and to authorize the City Manager to execute the associated Water Utility Extension Agreement on behalf of the City "

Attachments:



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Lee Smith

Department: Water/Sewer

Date Submitted: June 29, 2016

Presenter: Lee Smith

Date of Council Meeting to consider this item: July 7, 2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05k

The Water and Sewer Department has been including a customer-side shut-off valve with all new water 3/4-inch and 1-inch service installations for about the last 8-years. The reason for this valve is to allow the customer to isolate their own water service to their home without assistance from City staff, who by ordinance are the only ones allowed to access the meter boxes where the shut-off valve to the meter is located. Since this original ordinance, the City has developed and implemented a small water meter box access program which allows certified plumbers to access these services through the meter box to isolate the customer's service without assistance from City staff.

Staff respectfully recommends that City Council consider implementing a program, for a two year period, that would allow staff to rebate customers \$75.00, as a one-time credit on their water bill, when those customers have a customer-side shut-off valve installed on their water service where no valve was previously in place. This rebate would require proof of installation in the form of an invoice or receipt provided by the installer, prior to approval. Staff feels that with this customer-side shut-off the customer can respond to a leak in their water service much quicker thus reducing the amount of damage the leak may cause and reducing the amount of metered water lost as a result of the leak.

I move to amend the fee schedule as presented

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move to authorize the implementation of a customer-side shut-off valve rebate program in the amount of \$75.00, limiting one rebate per account. This rebate will only apply to those customer-side shut-off valves installed on or after July 1, 2016 on 3/4-inch and 1-inch metered services and will end on June 30, 2018. The rebate will be issued as a one-time credit on the customer's water bill.

I move to authorize staff to change the method of payment for the other three types of rebates from credit equal to 1/6 of the rebate on each water bill for 6-months to a one-time credit in the amount of the rebate, as determined by staff.

I move to amend the FY2016-2017 Schedule of Rates and Fees as presented by staff.

Attachments:

Amended Schedule of Rates and Fees for FY2016-2017 - Rebates Page Only

**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2016 - 2017**

PUBLIC HEARING REQUIRED FOR ITEMS DENOTED WITH ASTERIK

| DESCRIPTION | COST/CHARGE/FEE |
|--|--|
| WATER AND SEWER | |
| Miscellaneous Fees | |
| Credit Card Processing Fee (per \$300) | \$2.95 |
| Administrative Disconnection Fee | \$40.00 |
| Reconnection for Non-Payment - After Business Hours | \$100.00 |
| Reconnection of Service at Main | Cost plus 10% |
| Replace Removed Meter due to additional usage after non-payment cut-off | |
| During Business Hours | \$75.00 |
| After Business Hours | \$100.00 |
| Premise Visit | \$40.00 |
| Fire Hydrant Installation | Cost plus 10% |
| Assist with Fire Hydrant Flow/Pressure Testing Conducted by Others | \$50.00 |
| Illegal Use of Fire Hydrant/Tampering Fee | \$500 + Damages |
| Drill for Main Tap, Cost/Inch of Diameter | \$150.00 |
| Chemical Analysis of Water | Cost plus 10% |
| Water Conservation Incentives Program Rebate Schedule | |
| Clothes Washer (\$75 min; \$150 max) - Limit one per account | 15% of purchase price |
| High-Efficiency Toilet (\$25 min; \$100 max) - Limit 2 per residential account | 15% of purchase price |
| <u>Customer-Side Shut-Off Valve - Limit one per account</u> | \$75.00 |
| Weather-Based Irrigation System Controller - Limit one per account | **50% of purchase price or \$200, whichever is less |
| <i>Limited number of rebates offered annually.</i> | |



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lee Smith

Department: Utilities

Date Submitted: 6/29/2016

Presenter: Lee Smith

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 051

In September 2011, the City of Hendersonville (City) approved plans for a sewer extension for the Dodd Meadows Subdivision developed by Henderson County Habitat for Humanity (Habitat). As part of this approval, the City insisted that Habitat extended a 12" diameter gravity sewer instead of an 8" line to allow for future expansion in the area. The City agreed to compensate Habitat for this upsizing.

On December 2, 2015, Habitat issued a letter to the City informing us that Phases 1 and 2 of the Dodd Meadows Subdivision have been completed and requesting reimbursement in the amount of \$103,415.44 for upsizing gravity sewer. After review of this request, supporting documents, and negotiations between city staff and the engineer representing Habitat, the agreed upon reimbursement amount was revised to \$71,958.57.

Budget Impact: \$ 71,958.57 Is this expenditure approved in the current fiscal year budget? No Yes If no, describe how it will be funded.

Staff recommends that funds be paid from account #607136-535250 (repair and maintenance sewer lines). Funds are requested to be paid from FY15-16.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I hereby move to authorize the Utilities Director to issue payment in the amount of \$71,958.57 to Henderson County Habitat for Humanity for reimbursement of the installation of the 12" PVC gravity sewer associated with the Dodd Meadows Subdivision.

Attachments:

Habitat for Humanity cost share request, dated 9-14-11

Habitat for Humanity reimbursement request, dated 12-2-15

Habitat for Humanity reimbursement request for revised amount, dated 5-16-15



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Judy Durant
Family Support Committee

Mary Vermillion
Family Selection
Committee

Gil Sydell
Strategic Planning

Virginia McGuire
ReStore Advisor

Stephanie Bagby
Volunteer Coordinator

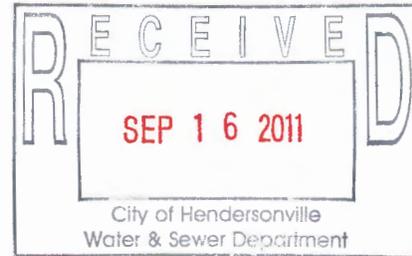
Don Holder
Advisory Board Chair

Executive Director

Hoyt Bynum, Jr.

September 14, 2011

Mr. Lee Smith, Utilities Director
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792



Subject: Dodd Meadows Subdivision
Sewer Line Extension

Dear Mr. Smith:

You recently approved the plans for the off site sewer extension that will provide sewer service to the Dodd Meadows subdivision. As you may know, the Dodd Meadows subdivision is being development by Habitat for Humanity and will provide safe, decent and affordable housing to the community. At its completion, we expect Dodd Meadows to have a total of 88 residential units.

As you know, we were asked to extend a 12" diameter sewer line to our site. We understand that an 8" diameter line would be sufficient to provide service for Dodd Meadows, but the 12" line will allow for future expansion of the sewer system.

Therefore, we are requesting that the City of Hendersonville consider participating in the cost of the upgrade of this sewer system from 8" to 12". The City's contribution would allow Henderson County Habitat for Humanity to place more funding into the construction of homes rather than the construction of utility lines.

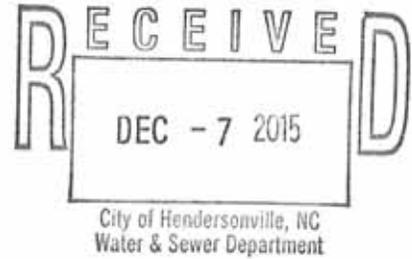
We appreciate your consideration of this request. If you have any questions, I will be glad to meet with you to discuss the project.

Sincerely,

A handwritten signature in black ink that appears to read "Hoyt".

Hoyt Bynum, Jr.
Executive Director

cc: Carolyn Miller, President



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Committee Chair

Don Holder
Advisory Board
Chair

Ben Kish
Marketing Advisor

President & CEO
Ron D. Laughter

December 2, 2015

Mr. Lee Smith, Director of Utilities
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

RE: Dodd Meadows – Habitat for Humanity Sewer Extension

Dear Mr. Smith:

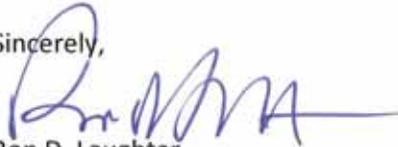
As you know, Henderson County Habitat for Humanity has been developing the Dodd Meadows subdivision over the last several years. As part of the subdivision improvements, Habitat extended water and sewer to the Dodd Meadows site. The sewer extension was approximately 1,800 LF, and the piping was upsized to 12" at the request of the City. Habitat only required the minimum 8" piping for the Dodd Meadows subdivision. During the original approval process, I understand there was discussion that the City of Hendersonville would pay for upsizing the line from 8" to 12" as the line could be extended in the future to serve other areas.

Since this initial off site sewer extension, Habitat has also completed Phase 1 of Dodd Meadows and Phase 2 will be completed shortly. In both of these sections, Habitat extended a 12" line through the subdivision for the City.

I have enclosed copies of the bid tabulation and/or pay requests from our contactors on these three projects. Our engineering firm, WGLA Engineering, has also provided a calculation for the cost of upsizing the line from 8" to 12". I have enclosed a copy of that calculation as well. The cost for upgrading the sewer line to date totals \$103,415.44. This does not include the additional cost incurred for installing the line deeper than needed to serve Dodd Meadows.

We appreciate your consideration of assisting Habitat by reimbursing us for this additional cost. The funds help us to provide affordable housing for low-income and very low-income families in Henderson County.

If you have any questions or would like to discuss this request, don't hesitate to contact my office.

Sincerely,

Ron D. Laughter
President & CEO

Enclosures

Calculation of costs for upsizing and depth of sewer at Dodd Meadows

Phase 1

689 LF of 12" gravity sewer

12" unit price - \$42.70/LF

8" unit price - \$20.85/LF

Difference - \$21.85/LF

Percent difference - 51.17%

Cost to upsize - \$21.85 x 689LF = \$15,054.65

Phase 2

634 LF of 12" gravity sewer

12" unit price - \$220.00/LF ^{\$180/LF}

8" unit price - \$140.00/LF

Difference - \$80.00/LF ^{\$40/LF}

Percent difference - 36.36% ^{22.2%}

Cost to upsize - \$80.00 x 634LF = \$50,720.00

^{\$40.00} = 25,360.00

AF

Offsite Sewer Extension to Dodd Meadows

1,737 LF of 12" gravity sewer

12" unit price - \$49.50/LF

8" unit price - not determined.

Difference based on average of percent increase - 43.77% or \$21.67/LF ^{36.69%, \$18.16}

Cost to upsize - \$21.67 x 1,737LF = \$37,640.79

^{\$18.16} \$31,543.92

TOTAL COST TO DATE - \$103,415.44

^{\$71,958.52}

AF

Fuller, Alvin

From: Smith, Lee
Sent: Monday, May 16, 2016 12:38 PM
To: Fuller, Alvin; Detwiler, Brent
Subject: FW: Dodd Meadows Sewer

Lee Smith
Utilities Director
(828) 697-3073 305 Williams St. Hendersonville, NC 28792
www.cityofhendersonville.org



From: Ron Laughter [mailto:rlaughter@habitat-hvl.org]
Sent: Monday, May 16, 2016 12:07 PM
To: Smith, Lee
Cc: Elizabeth Shepherd; 'Will Buie'
Subject: Dodd Meadows Sewer

Dear Mr. Smith:

We are in receipt of the revised calculation of cost for upsizing and depth of sewer at the Dodd Meadows project. Based on our review of the revised calculation, we are in agreement with the reimbursement amount of \$71,958.57. We respectfully request reimbursement for this amount.

Sincerely,

Ron

RON D. LAUGHTER | President & CEO | Henderson County Habitat for Humanity | T. 828-694-0340 Ext. 104 | C. 828-702-9925 | rlaughter@habitat-hvl.org



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/27/2016

Presenter: John Connet

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 05m

The Walk of Fame Committee has been meeting for several months and they have determined that it would be in their interest to clarify some of their responsibilities and membership. The attached amendment clarifies how a selection committee will be formed to select the award recipients. It also changes the City of Hendersonville's third appointment to specify that the City of Hendersonville Public Works Director or his designee will always be an ex officio member of the Committee. All the proposed changes are shown in red in the following document.

Budget Impact: \$ NA Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move that City Council approve amendments to Walk of Fame Charter

Attachments:

Amended Charter

WALK OF FAME STEERING COMMITTEE

CHARTER

The Walk of Fame Steering Committee is established to recognize outstanding contributors to the growth and development of Henderson County.

The duration of the committee shall be perpetual.

BYLAWS AND RULES OF PROCEDURE

Pursuant to the Henderson County Code, § 3-31. Bylaws of Boards or Committees. Bylaws drafted by any board of committee must be presented for approval by the Henderson County Board of Commissioners prior to adoption, unless otherwise provided by law.

I. NAME

Walk of Fame Steering Committee

II. PURPOSE

The purpose of this committee is to advise the Board of Commissioners and Hendersonville City Council on matters related to a Walk of Fame. The Committee shall act in the following manner:

- Determine the logistics of establishing a Walk of Fame in downtown Hendersonville. The Walk of Fame will recognize outstanding contributors to the growth and development of Henderson County.
- Identify the disciplines for which people would be recognized. For example: agriculture, education, cultural arts, industry, government, health care, commerce and special services.
- Establish the qualifications for recognition within each of the identified disciplines.
- **The Steering Committee, excluding ex-officio members, shall serve as the selection committee with up to three additional members selected from community on an annual basis.**
- Establish the means of recognition
- Identify a means of establishing sponsorships/funding mechanisms for expenses related to the project.

III. MEMBERSHIP

- a. The Walk of Fame Steering Committee shall be comprised of five (5) voting members. Two (2) appointed by the Board of Commissioners, two (2) appointed by the Hendersonville City Council. The City of Hendersonville Public Works Director or their designee shall serve as a voting Ex-Officio Member.
- b. Terms shall be for a length of three years. In order to establish a staggering of the terms, the initial expiration dates of the membership shall be as follows:
 1. Position 1 – June 30, 2018 (Hendersonville)
 2. Position 2 – June 30, 2017 (Henderson County)
 3. Position 3 – June 30, 2016 (Hendersonville)
 4. Position 4 – June 30, 2018 (Henderson County)
 5. Position 5 – June 30, 2017 (Hendersonville)
- c. Any vacancy on the Committee shall be filled at the earliest convenience by the appointing authority.
- d. Members missing three (3) consecutive regular meeting in a calendar year will be subject to an appointment review by the appointing authority to determine is removal of the member is necessary or not, in light of the circumstances that are existing at that time.
- e. If for any reason a member must be replaced, the replacement member shall serve for the remainder of the unfilled term of the departing member.

IV. MEETINGS AND VOTING

Meetings shall be held at the time and place determined by the Walk of Fame Committee. Special meetings may be requested by the Chairman, or by a majority vote of the Committee. Written or phone notice of such a meeting shall be given to members at least three days prior to the meeting.

A quorum shall consist of the majority of members present at a meeting, and shall be considered an act of the Walk of Fame Committee.

Each member is entitled to one vote, with voting governed by parliamentary procedure according to Robert's Rules of Order.

All meetings shall be open to the general public.

V. OFFICERS

The Chair will preside over all meetings and decide all points of order and procedure. The Chair will be the official spokesperson of the Walk of Fame Committee.

The Committee will elect a Chair, Vice-Chair and other officers as deemed necessary. The Vice-Chair will carry out the Chair's duties in case of absence, incapacity, or resignation.

No member shall receive any salary or compensation for his or her services.

VI. DUTIES OF THE MEMBERS

The Walk of Fame Steering Committee must work within the following parameters:

- a. North Carolina Open Meetings and Public Records Laws
- b. Projects must ultimately be approved by both the Board of Commissioners and Hendersonville City Council.

The Committee will report to the Board of Commissioners, and Hendersonville City Council.

The Chairman shall have general supervision and control of the business and affairs of the Committee. Minutes shall be kept at all meetings, and be provided to the appointing authority upon request.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/27/2016

Presenter: John Connet

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06

The United States Postal Service (USPS) is proposing to relocate the existing Post Office from 5th Avenue West to another location in Hendersonville. A USPS representative will provide the City Council with an update and explain how citizens can provide input on the new location. City Council will be able to ask questions, but this will not be a public hearing.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

Attachments:

Letter from USPS requesting meeting with City Council



June 21, 2016

John Connet
Hendersonville City Manager
145 5th Ave. East
Hendersonville, NC 28792

RE: Hendersonville, NC Main Post Office located at 427 5th Ave. West

Dear Mr. Connet,

The United States Postal Service is considering relocating the retail services currently provided at the above referenced Post Office to a smaller retail only facility in a yet to-be-determined location as close as reasonably possible to the existing location.

The Postal Service is considering relocation because the Postal Service is facing the most critical period in its history. Despite significant cost reductions, the Postal Service continues to experience a net loss as mail volume continues to decline because of increased electronic communication. As a self-supporting government establishment that receives no tax dollars for its operating expenses, the Postal Service must rely on the sale of postage, products and services to generate revenue. In the face of unsustainable deficits, the Postal Service must seek ways to cut costs, increase revenue and use its physical facilities as efficiently as possible.

The "relocation project" will consist of procuring a suitable substitute location, preparing the new location for use as a post office and then transitioning the retail services to the new location. The Postal Service would continue retail services in the current Post Office until the new post office is up and running.

In undertaking this project, the Postal Service will complete a process set out in 39 CFR 241.4 for soliciting and considering input from the community and local officials. As we are at the beginning of the process, I am offering to discuss the project with you. In our discussion, I would address the need for relocation, outline the proposal that is under consideration, explain our process for soliciting and considering input from the affected community, and ask for input from you and other local officials regarding the proposal. If you would like to discuss the project, please contact me at your convenience.

We will send an initial news release outlining the proposal to one or more news media serving the community and post a copy of the information in the public lobby of the Post Office.

The Postal Service wishes to work closely with your community and has been granted the opportunity to present the proposed project at the public City Council meeting on Thursday July 7th at 5:45 p.m. The meeting will be held at Council Chambers in City Hall located at 145 5th Ave. East, Hendersonville, NC 28792. The Postal Service will advertise the date, time, and location of the public meeting in a local news medium and post in the Post Office's public lobby a notice of the date, time, and location of the public meeting.

John Connet
Hendersonville City Manager
145 5th Ave. East
Hendersonville, NC 28792
RE: Hendersonville, NC Main Post Office located at 427 5th Ave. West
Page 2 of 2

At the public meeting, the Postal Service will identify the need, identify the tentative decision to relocate retail services, outline the proposal to meet the need for relocation, invite questions, solicit written input on the proposal, and provide an address to which the community and local officials may send written appeals of the tentative decision and comments on the proposal for a period of 30 days following the public meeting.

Because the proposal concerns relocation, we also will: (1) discuss the reasons for relocating; (2) identify the site or area, or both, to which the Postal Service anticipates relocating the retail services; and (3) describe the anticipated size of the retail service facility for the relocated retail services, and the anticipated services to be offered at the new location.

After the 30-day comment and appeal period, the Postal Service will consider the comments and appeals received that identify reasons why the Postal Service's tentative decision and proposal is, or is not, the optimal solution for the identified need. Following that consideration, the Postal Service will make a final decision to proceed with, modify, or cancel the proposal. The Postal Service then will inform you in writing of its final decision, send a news release announcing the final decision to local news media and post a copy of the information in the public lobby of the Post Office. The Postal Service then will implement the final decision.

If the Postal Service decides to use a site or area that it did not identify at the public meeting, then the Community Relations Regulation requires the Postal Service to return to the public meeting stage of the process to make a new presentation regarding the new site or area.

We look forward to working with you and your staff as this project develops.

Sincerely,



Richard Hancock
Real Estate Specialist
United States Postal Service
PO Box 27497
Greensboro, NC 27498-1103
919-420-5284
Richard.a.hancock2@usps.gov



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 6-15-16

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 7-7-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

The City of Hendersonville has received a petition from Glassy Mountain Partners, LLC for contiguous annexation of a portion of PIN 9577595432 that is approximately 0.36 acres. The proposed use is an auto detailing business as an accessory to the current Boyd Cadillac Buick. This annexation application is related to a sewer service request.

At your meeting of June 2, 2016, you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the July 7, 2016 City Council meeting.

At this public hearing, any person residing in or owning property in the area proposed for annexation and any resident of Hendersonville may appear and be heard on the questions of the sufficiency of the petition and the desirability of the annexation. If City Council then finds and determines that the area described in the petition meets all of the standards set out in G.S. 160A-31, Council may adopt an ordinance annexing the area described in the petition.

Budget Impact: \$0 Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move the City Council adopt an ordinance annexing the property included in the Glassy Mountain Partners, LLC petition effective July 7, 2016.

Attachments:

Ordinance
Map
Survey
Certificate of Sufficiency

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF HENDERSONVILLE, NORTH CAROLINA**

Glassy Mountain Partners, LLC

WHEREAS, the City of Hendersonville has been petitioned, pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein; and,

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and,

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall, Hendersonville, N.C. at 5:45 p.m., on the seventh day of July 2016, after due notice by publication as by law provided; and,

WHEREAS, the City Council further finds the areas described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The area is contiguous to the present City boundaries;
- b. The petition presented to the City Council was signed by the owners of the real property located in the area;
- c. The petition was prepared in accordance with a form prescribed by NCGS 160A -31, and
- d. At the public hearing all persons owning property in the area to be annexed who allege an error in the petition were given an opportunity to be heard, as well as residents of the City who question the necessity for annexation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina:

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described area is hereby annexed and made part of the City of Hendersonville as of the seventh of July 2016.

DESCRIPTION OF PROPERTY

Being located within the Hendersonville Township - Henderson County, North Carolina and being more particularly described as follows:

Beginning at a set iron pin the Easternmost corner of Lot 1 as shown on said recorded plat and being on the Northern right of way line of Spartan Heights Road; thence with said Northern right of way line of Spartan Heights Road the following two (2) courses to wit: (1) S 48-40-18 W for 95.55 feet to a point; (2) along the arc of a curve to the left having a radius of 99.50 feet, an arc length of 12.53 feet and being subtended by a chord being S 45-38-06 W for 12.52 feet to a set iron pin at a common corner with lot 2 of said plat; thence leaving said Northern right of way line of Spartan Heights Road and with the common line with Lot 2 N 41-19-47 W for 161.87 feet to a set iron pin on the common corner of the lands now or formerly of Glassy Mountain Partners LLC as shown in a deed recorded in Deed Book 1454, Page 676 in said Henderson County Registry; thence with said common line of Glass Mountain Partners LLC the following two (2) courses to wit: (1) N 66-48-33 E for 113.50 feet to a set iron pin; (2) S 41-25-00 E for 125.64 feet to the Point of Beginning. Containing 0.36 acres (15,470 square feet), more or less.

Section 2. Upon and after the seventh day of July 2016, the above described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville, and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-31, as amended.

Section 3. The City Clerk of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, hereof, together with a duly certified copy of this ordinance.

ADOPTED this seventh day of July 2016.

Barbara Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, CMC, City Clerk

APPROVED AS TO FORM:

Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara Volk in her capacity of Mayor of the City of Hendersonville; Tammie K. Drake, in her capacity of City Clerk; and Samuel H. Fritschner, in his capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____, 2016.

My commission expires _____

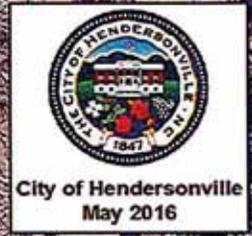
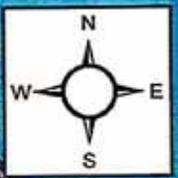
Glassy Mountain Partners, LLC Annexation Petition

Area of Annexation Petition
Approximately 0.36 acres

HILLS/DE COMMONS DR

SPARTANBURG HWY

SPARTAN HTS



| | |
|---|-------------------------|
|  | Subject_Parcel |
|  | Hendersonville Boundary |

CERTIFICATE OF SUFFICENCY

**RE: Petition for Contiguous Annexation
Glassy Mountain Partners LLC, Petitioner
File No. P16-12-ANX**

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:

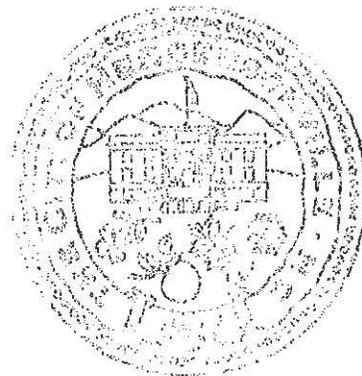
I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of a portion of parcel, PIN 9577-59-5432 that is .36 acres, located on Spartan Heights Road.

- A. According to the Development Assistance Department, the area described in the petition meets all of the standards set out in G.S. 160A-58.1(b).
1. The petition follows the prescribed form.
 2. The petition was signed by the owners of the subject property.
 3. The subject property adjoins the present city limits line.

Having made the findings stated above, I hereby certify the petition for contiguous annexation presented by the Glassy Mountain Partners, LLC is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 16 day of May, 2016.

Tammie K. Drake
Tammie K. Drake, MMC, City Clerk





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 6-14-16

Presenter: Susan G. Frady, Dev. Assistance Director

Date of Council Meeting to consider this item: 07-07-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

On July 7, 2016, City Council will hold a public hearing on the voluntary annexation of a portion of PIN 9577595432 that is approximately 0.36 acres. A parcel number has not been assigned. The proposed use is an auto detailing business as an accessory to the current Boyd Cadillac Buick. This annexation application is related to a sewer service request.

This property is currently zoned Henderson County CC Community Commercial. Pursuant to NC General Statute 160 A-360 (f), the city shall adopt zoning within 60 days following annexation. The Hendersonville Water and Sewer Department has determined that this lot must be combined with the existing Boyd Cadillac Buick dealership located at 1875 Spartanburg Highway in order to connect to the existing water and sewer service. Therefore, the proposed zoning is C-3, Highway Business District in order to be consistent with the existing zoning and not to split zone the property.

Budget Impact: \$0 Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of a portion of parcel 9577595432 from Henderson County CC Community Commercial to City of Hendersonville C-3, Highway Business District, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest.

Attachments:
Memo and maps

M E M O R A N D U M

TO: Honorable Mayor and City Council
FROM: Development Assistance Department
RE: Glassy Mountain Partners, LLC
FILE #: P16-12-ANX
DATE: June 14, 2016

PROJECT HISTORY

On July 7, 2016, City Council will hold a public hearing on the voluntary annexation of a portion of a PIN 9577595432 that is approximately 0.36 acres. A parcel number has not been assigned. The property is currently vacant (except for a metal carport). The proposed use is an auto detailing business (car wash) as an accessory to the current Boyd Cadillac Buick. This annexation application is related to a sewer service request.

This property is currently zoned Henderson County CC Community Commercial. Pursuant to NC General Statute 160A-360 (f), the City shall adopt zoning within 60 days following annexation. The Hendersonville Water and Sewer Department has determined that this lot must be combined with the existing Boyd Cadillac Buick dealership located at 1875 Spartanburg Highway in order to connect to their existing water and sewer service. Therefore, the proposed zoning is C-3, Highway Business in order to be consistent with the existing zoning and to not split zone the property.

COMPREHENSIVE PLAN CONSISTENCY

According to GS160A-383, zoning map amendments shall be made in accordance with a comprehensive plan. The 2030 Comprehensive Plan's Future Land Use Map designates these parcels as High Intensity Neighborhood. The High Intensity Neighborhood future land use category is intended to encourage low-maintenance, high density housing that supports Neighborhood and Regional Activity Centers and downtown and provides a transition between commercial and single family development. Also, promote walkable neighborhood design that creates attractive and functional roadway corridors and multi-family residential neighborhoods. Placement of non-residential and higher density residential buildings close to major roadways and activity centers.

The primary and secondary recommended land uses for the High Intensity Neighborhood land use category are as follows:

Primary

- Single-family attached and multi-family residential
- Planned Residential Developments
- Open space

Secondary

- Public and institutional uses
- Offices and retail along thoroughfares
- Recreational amenities

SURROUNDING LAND USE & ZONING CLASSIFICATION

The parcel to the north is zoned C-3, Highway Business and is the Boyd Cadillac Buick dealership. Properties to the south and east are Henderson County R1 and the property to the west is Henderson County CC Community Commercial.

ANALYSIS

This property is located in the Upward Road Planning District as defined by the City's sewer extension policy. The City adopted the CHMU Commercial Highway Mixed Use zoning district specifically for properties in the Upward Road Planning District. However, because this property is proposed to be combined with the existing Boyd Cadillac Buick dealership the recommended zoning is C-3, Highway Business in order to be consistent.

The C-3, Highway Business zoning district is designed primarily to encourage the development of recognizable, attractive groupings of facilities to serve persons traveling by automobile and local residents. The land uses recommended by the 2030 Comprehensive Plan's Neighborhood and Regional Activity Center future land use category are permitted in the C-3 Highway Business zoning district.

ZONING ORDINANCE GUIDELINES

Per Section 11-4 of the City's Zoning Ordinance, the following factors shall be considered prior to adopting or disapproving an amendment to the City's Official Zoning Map:

1. Comprehensive Plan consistency. Consistency with the Comprehensive Plan and amendments thereto.
2. Compatibility with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
3. Changed conditions. Whether and the extent to which there are changed conditions, trends or facts that require an amendment.

4. Public interest. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.
5. Public facilities. Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
6. Effect on natural environment. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife.

PLANNING BOARD RECOMMENDATION

The Planning Board heard this matter at its regular meeting of June 13, 2016. The Planning Board voted unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville for a portion of parcel number 9577-59-5432, shown on a plat recorded as slide 10156, changing the zoning designation from Henderson County CC Community Commercial to City of Hendersonville C-3, Highway Business District, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest.

SUGGESTED MOTIONS

For Recommending Approval:

I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of a portion of parcel number 9577-59-5432 from Henderson County CC Community Commercial to City of Hendersonville C-3, Highway Business District, finding that the rezoning is consistent with the Comprehensive Plan, the rezoning is reasonable and in the public interest for the following reasons:

[PLEASE STATE YOUR REASONS]

For Recommending Denial:

I move the City Council not adopt an ordinance rezoning a portion of parcel number 9577-59-5432.

[PLEASE STATE YOUR REASONS]

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF
HENDERSONVILLE**

IN RE: FILE NO. P16-12-ANX

Be it ordained by the City Council of the City of Hendersonville:

1. Pursuant to Article XI Amendments of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of a portion of parcel number 9577-59-5432 from Henderson County CC Community Commercial to City of Hendersonville C-3, Highway Business.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 7th day of July 2016.

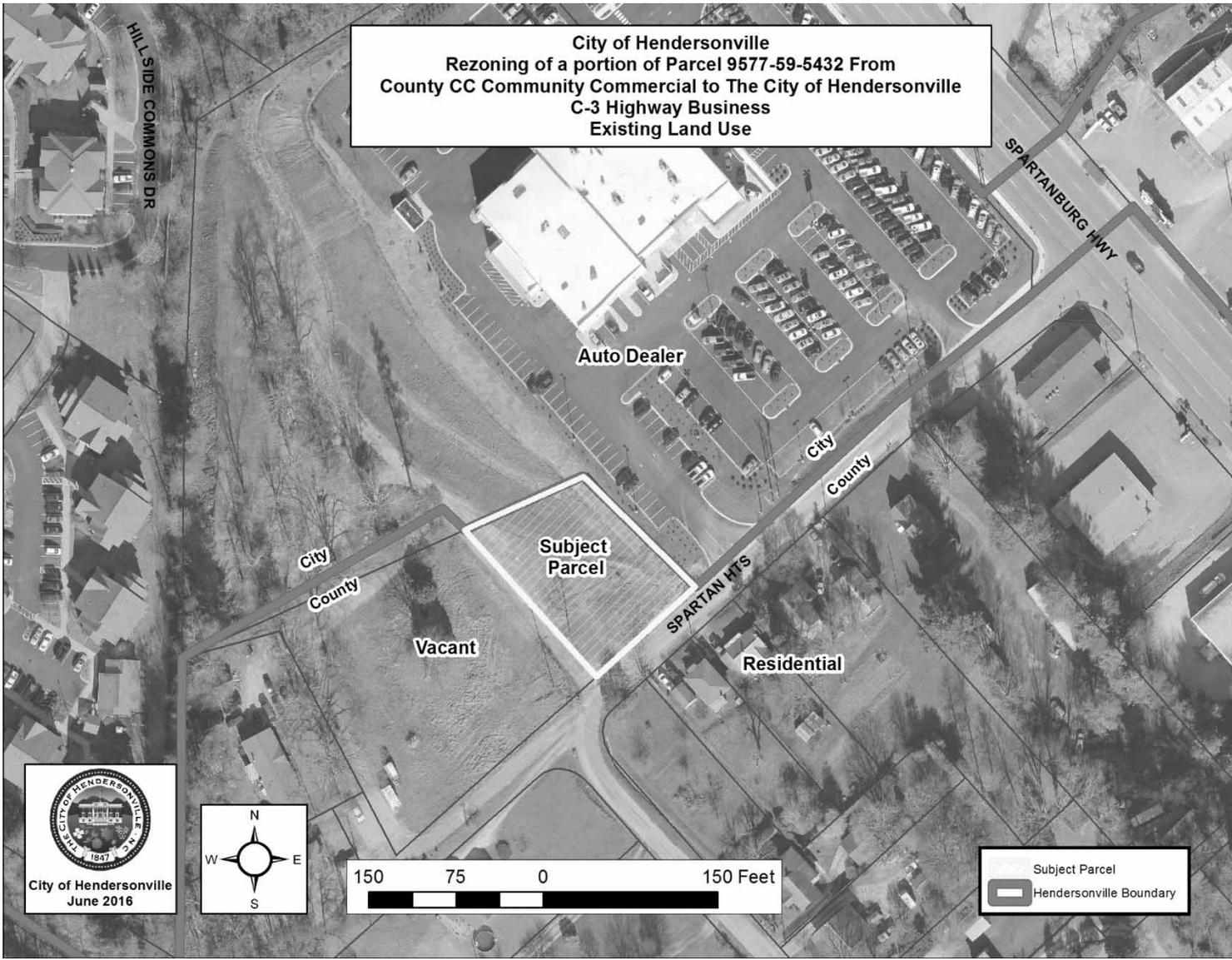
Barbara Volk, Mayor

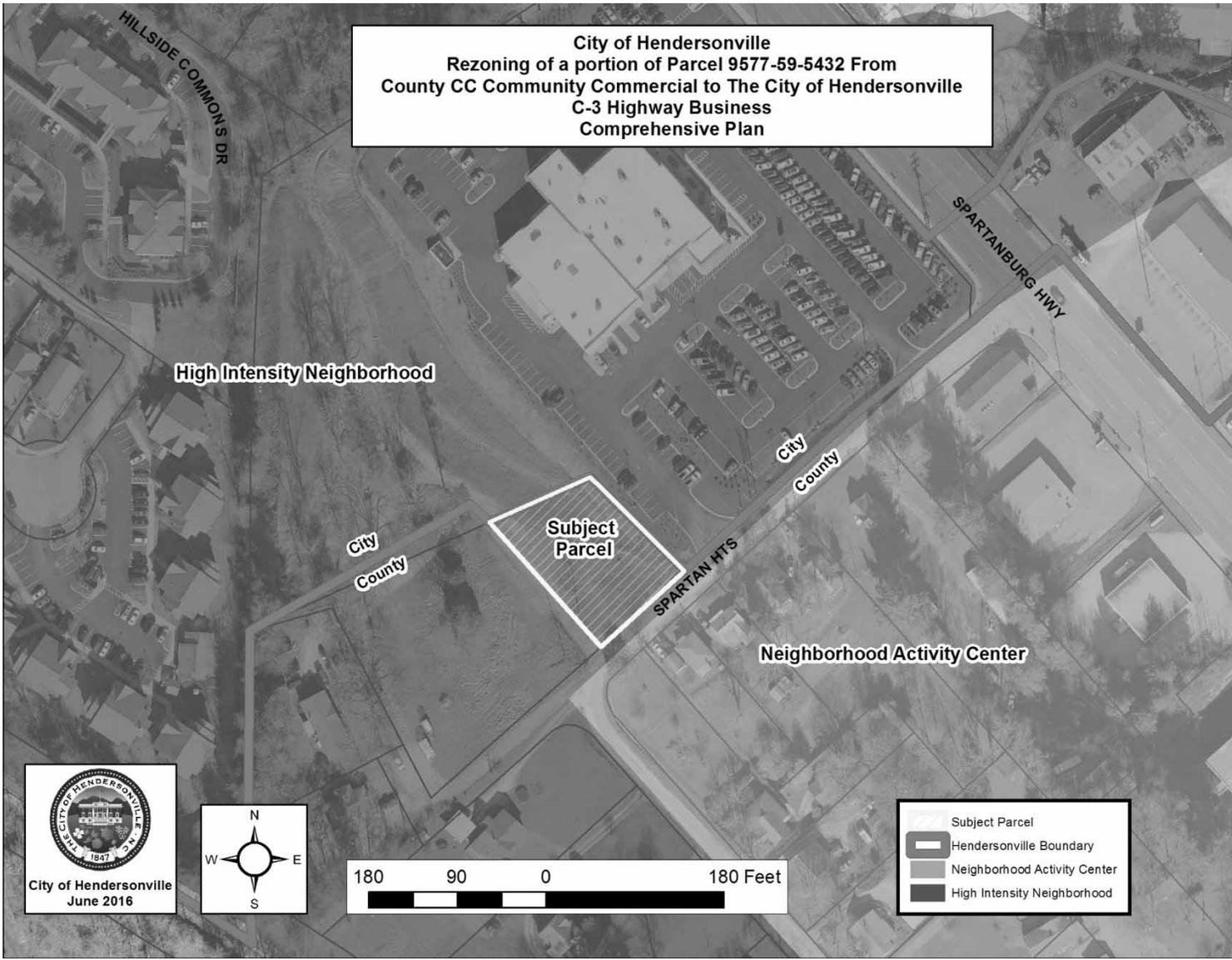
ATTEST:

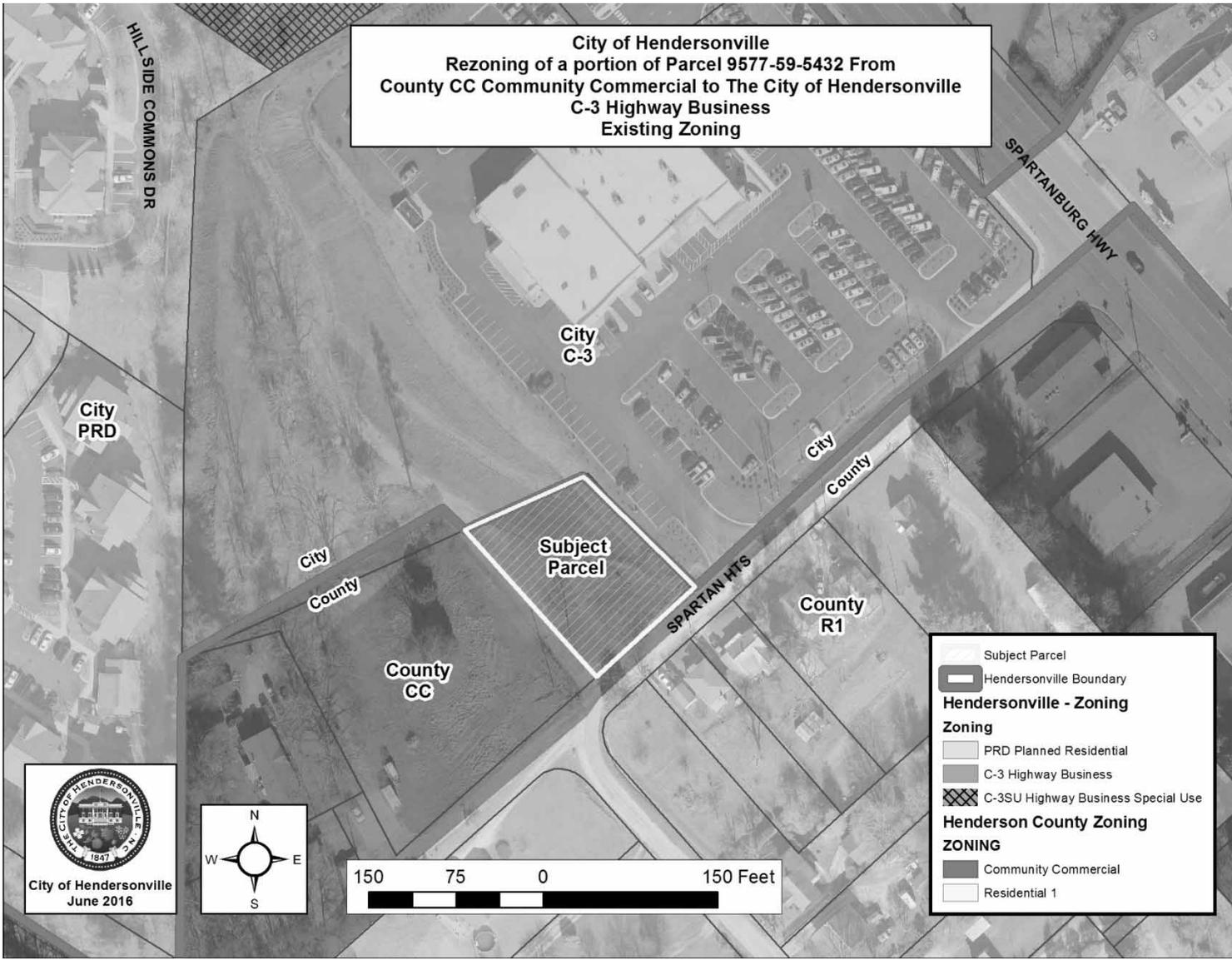
Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney







City of Hendersonville
 Rezoning of a portion of Parcel 9577-59-5432 From
 County CC Community Commercial to The City of Hendersonville
 C-3 Highway Business
 Existing Zoning

Subject Parcel

Hendersonville Boundary

Hendersonville - Zoning

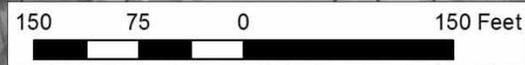
Zoning

- PRD Planned Residential
- C-3 Highway Business
- C-3SU Highway Business Special Use

Henderson County Zoning

ZONING

- Community Commercial
- Residential 1





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 6-15-16

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 7-7-16

Nature of Item: Council Action

Summary of Information/Request:

Item # 09

The City of Hendersonville has received a petition from Cedar Terrace NC, LLC for contiguous annexation of a portion of PIN 9579295777 that is approximately 11.13 acres. This parcel is the previously approved Cedar Terrace Development located at the intersection of Lakewood Road and Highland Square Drive.

At your meeting of June 2, 2016, you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the July 7, 2016 City Council meeting.

At this public hearing, any person residing in or owning property in the area proposed for annexation and any resident of Hendersonville may appear and be heard on the questions of the sufficiency of the petition and the desirability of the annexation. If City Council then finds and determines that the area described in the petition meets all of the standards set out in G.S. 160A-31, Council may adopt an ordinance annexing the area described in the petition.

Budget Impact: \$0 Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move the City Council adopt an ordinance annexing the property included in the Cedar Terrace NC LLC petition effective July 7, 2016.

Attachments:

Ordinance
Map
Survey
Certificate of Sufficiency

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF HENDERSONVILLE, NORTH CAROLINA
Cedar Terrace**

WHEREAS, the City of Hendersonville has been petitioned, pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein; and,

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and,

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall, Hendersonville, N.C. at 5:45 p.m., on the seventh day of July 2016, after due notice by publication as by law provided; and,

WHEREAS, the City Council further finds the areas described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The area is contiguous to the present City boundaries;
- b. The petition presented to the City Council was signed by the owners of the real property located in the area;
- c. The petition was prepared in accordance with a form prescribed by NCGS 160A -31, and
- d. At the public hearing all persons owning property in the area to be annexed who allege an error in the petition were given an opportunity to be heard, as well as residents of the City who question the necessity for annexation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina:

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described area is hereby annexed and made part of the City of Hendersonville as of the seventh of July 2016.

DESCRIPTION OF PROPERTY

Being located within the Hendersonville Township - Henderson County, North Carolina and being more particularly described as follows:

Being all of Tract 1, containing approximately 11.13 acres as shown on that plat recorded at Slide 10146, Henderson County Registry, a copy of which is attached hereto.

Section 2. Upon and after the seventh day of July 2016, the above described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville, and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-31, as amended.

Section 3. The City Clerk of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, hereof, together with a duly certified copy of this ordinance.

ADOPTED this seventh day of July 2016.

Barbara Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, CMC, City Clerk

APPROVED AS TO FORM:

Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara Volk in her capacity of Mayor of the City of Hendersonville; Tammie K. Drake, in her capacity of City Clerk; and Samuel H. Fritschner, in his capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____, 2016.

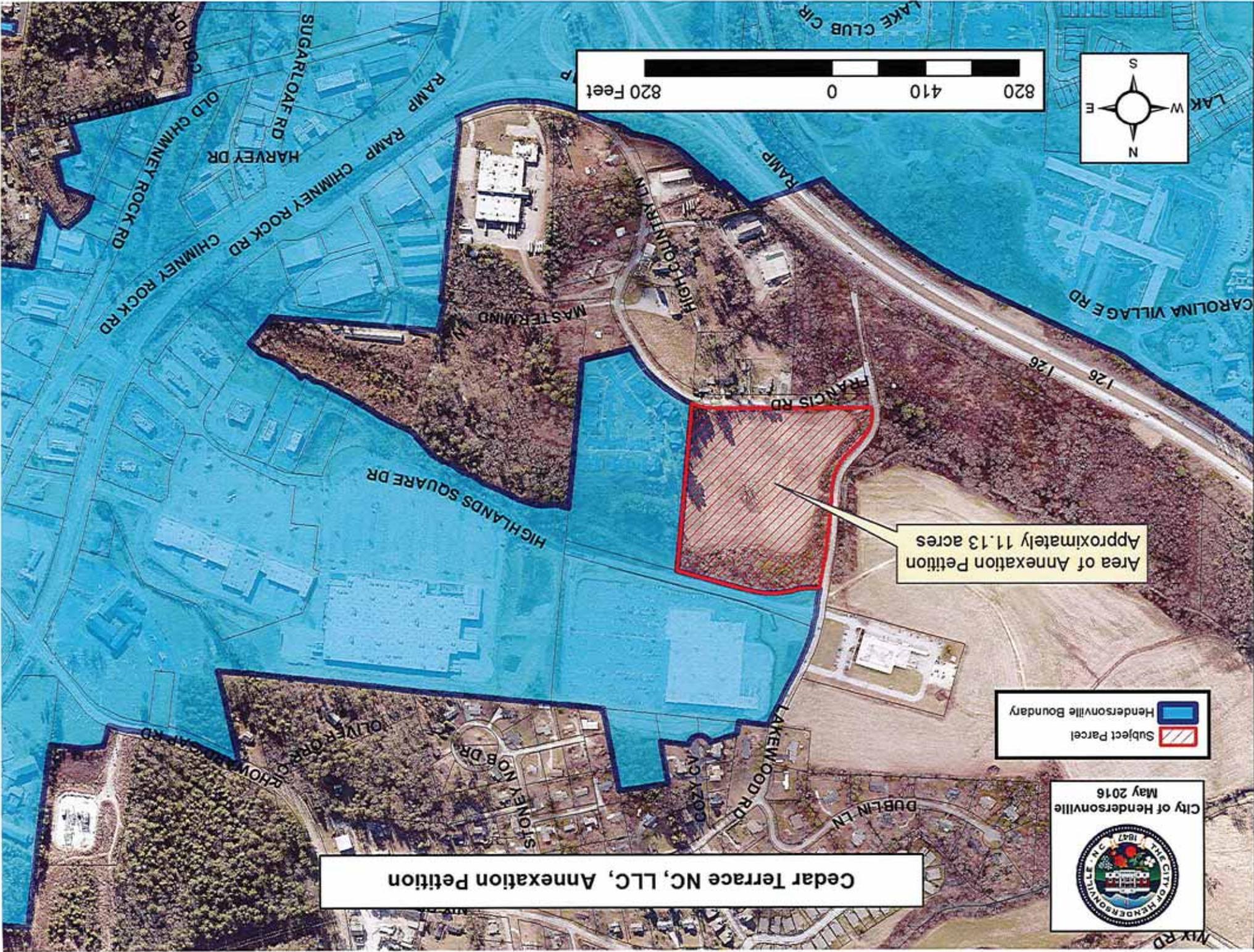
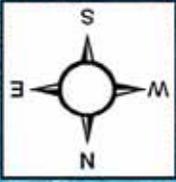
My commission expires _____

Cedar Terrace NC, LLC, Annexation Petition



| | |
|---|-------------------------|
|  | Hendersonville Boundary |
|  | Subject Parcel |

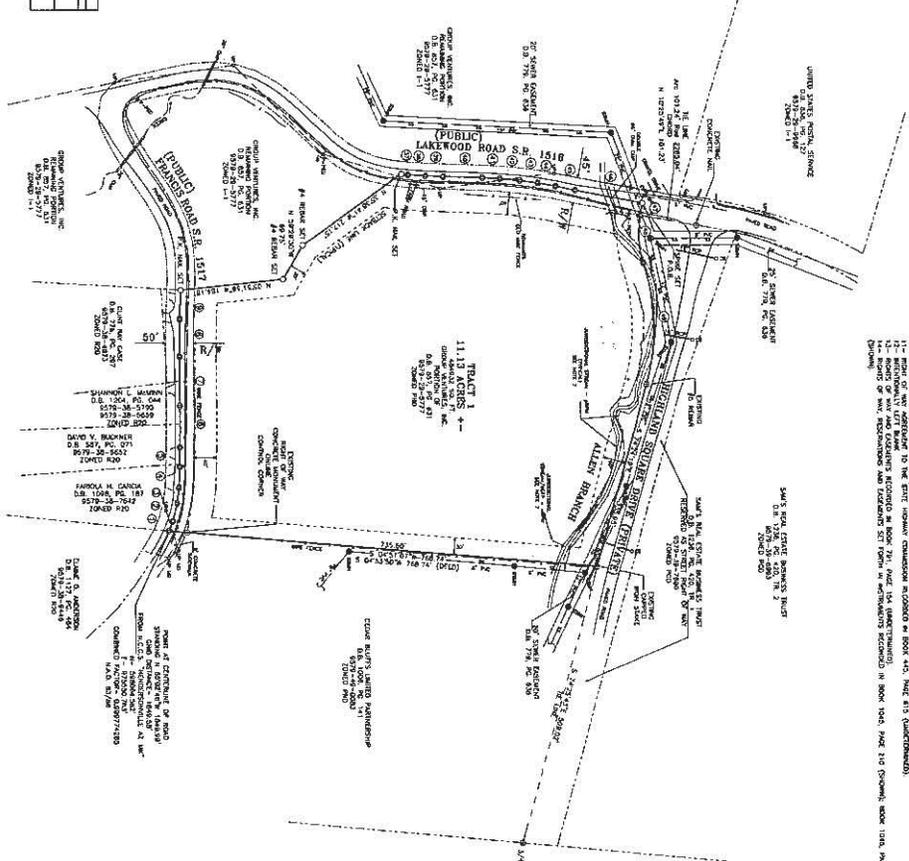
Area of Annexation Petition
Approximately 11.13 acres



- SYMBOL LEGEND**
- 1. Easement
 - 2. Easement
 - 3. Easement
 - 4. Easement
 - 5. Easement
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 - 50. Easement

CALL TABLE

| Call | Description | Quantity |
|------|--------------------------|----------|
| 1 | Centerline of Paved Road | 1 |
| 2 | Right-of-Way Line | 1 |
| 3 | Property Line | 1 |
| 4 | Survey Point | 1 |
| 5 | Corner Mark | 1 |
| 6 | Survey Station | 1 |
| 7 | Survey Line | 1 |
| 8 | Survey Boundary | 1 |
| 9 | Survey Easement | 1 |
| 10 | Survey Easement | 1 |
| 11 | Survey Easement | 1 |
| 12 | Survey Easement | 1 |
| 13 | Survey Easement | 1 |
| 14 | Survey Easement | 1 |
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| 50 | Survey Easement | 1 |

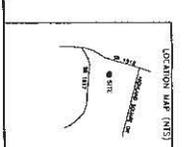


NOTES

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE REGULATIONS THEREUNDER.
2. THE BOUNDARIES SHOWN ON THIS PLAT ARE THE RESULT OF A CAREFUL SURVEY AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY.
3. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY INTERESTS IN THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT.
4. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY EASEMENTS OR ENCUMBRANCES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT.
5. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER MATTERS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT.

EXPLANATIONS

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE REGULATIONS THEREUNDER.
2. THE BOUNDARIES SHOWN ON THIS PLAT ARE THE RESULT OF A CAREFUL SURVEY AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY.
3. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY INTERESTS IN THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT.
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5. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER MATTERS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT.



DEED REFERENCES

BOOK 2016 PAGE 10146 (P)

WILLIAM W. KING
Surveyor

HILL AND ASSOCIATES
SURVEYORS, P.A.
403 WEST BLUE RIDGE ROAD
FLAT ROCK, NORTH CAROLINA 28776
(828) 833-1409

DATE: APRIL 26, 2016

WILLIAM W. KING
Surveyor

DAVID H. KELL
Surveyor

BRANDY H. HALL
Surveyor

APPROVED: APRIL 26, 2016

STATE OF NORTH CAROLINA

DEPARTMENT OF REVENUE

REGISTERED PROFESSIONAL SURVEYOR

WILLIAM W. KING
No. 10146

DAVID H. KELL
No. 10146

BRANDY H. HALL
No. 10146

PLAT OF SURVEY
FOR
CEDAR TERRACE NC, LLC
BEING A PORTION OF THE PROPERTY
DESCRIBED IN DEED BOOK 887, PAGE 631
HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA

SCALE: 1" = 100'
APRIL 26th, 2016

CERTIFICATE OF SUFFICENCY

**RE: Petition for Contiguous Annexation
Cedar Terrace NC, LLC
File No. P16-13 ANX**

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of a portion of parcel, PIN 9577-29-5777 that is 11.13 acres, located at the intersection of Lakewood Road & Highland Square Drive.

A. According to the Development Assistance Department, the area described in the petition meets all of the standards set out in G.S. 160A-58.1(b).

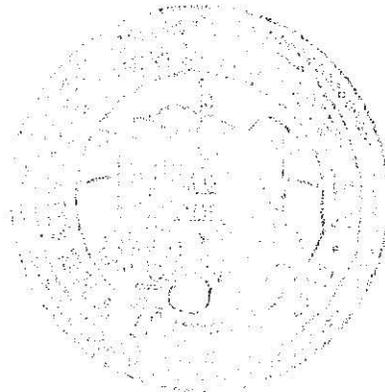
1. The petition follows the prescribed form.
2. The petition was signed by the owners of the subject property.
3. The subject property adjoins the present city limits line.

Having made the findings stated above, I hereby certify the petition for contiguous annexation presented by the Glassy Mountain Partners, LLC is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 23 day of May, 2016.

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/27/2016

Presenter: John Connet/Tom Orr

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 10

The Walk of Fame Committee has been meeting for several months and they would like to update the City Council on the work that they have completed to date. Tom Orr will be present to make the presentation.

Budget Impact: \$ NA Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

Attachments:

Proposed Walk of Fame Implementation Plan



**REPORT OF THE
WALK OF FAME
STEERING COMMITTEE**



TO THE CITY OF HENDERSONVILLE AND HENDERSON COUNTY

PROPOSED PLAN OF ACTION

DEFINITION OF PROJECT

To recognize and honor on a yearly basis present or former residents of Hendersonville and Henderson County for outstanding and lasting contributions to the growth and development of the community through a walk in the downtown area designated as the Walk of Fame and having as its beginning and ending points sites with historical significance

To this end, the Walk of Fame Steering Committee (hereinafter referred to as the Walk of Fame Committee) proposes the following plan of action for your approval:

WALK OF FAME COMMITTEE

The Walk of Fame Committee shall consist of five members: two appointed by each board as members' terms expire and the Director of Public Works for Hendersonville since the construction of the Walk of Fame shall be in downtown Hendersonville.

SELECTION PROCESS

The Walk of Fame Committee shall serve as a selection committee. They may invite up to three additional members from the greater community who have demonstrated active involvement in and who have knowledge of Hendersonville and Henderson County history to serve as voting members in the selection process.

SELECTION CRITERIA

The purpose of the project is to recognize individuals who have made a significant contribution to Henderson County in any field of endeavor, e.g., agriculture, business, cultural arts, education, government, human services, industry, medicine, religion, etc. "Significant contribution" in this context is defined as having a positive and lasting impact on the quality of life of the citizens of Henderson County. It is hoped that all areas of endeavor will be represented; however, the selection committee will be charged with the responsibility of selecting honorees based primarily on the significance of the contribution. Honorees shall have demonstrated that they have made major investments of time, energy, expertise, or resources for the public good.

NOMINATIONS

Nomination forms shall be made available to the community within the month of August to be submitted by an announced date in September.

SELECTION CYCLE

The Selection Committee shall complete the selection process by October 15 of each year.

PUBLIC ANNOUNCEMENT

The names of annual honorees shall be announced at an income-producing event in December to be planned by the Walk of Fame Committee.

RECOGNITION EVENT

Early in each calendar year, a public event, e.g., a banquet, shall honor the selectees announced in December. The honoree, if living, and a guest or two other individuals, e.g., family members or nominators, shall be complimentary guests; other attendees will be paid guests.

DESIGN OF THE WALK OF FAME

The walk shall be developed in phases, eventually extending from the Historic Court House to the City Hall. To contain expenses, specific plans for each phase will be determined in accordance with current sidewalk repair needs. An estimated yearly budget will be presented to the Hendersonville City Council and to the Henderson County Board of Commissioners for each phase. *[Attached to this report are details on design and costs for the ensuing year.]*



WALK OF FAME NOMINATION FORM



The goal of the Walk of Fame is to recognize individuals, past or present, who have made a significant difference to Henderson County in any field of endeavor. "Significant difference" is defined as **HAVING A POSITIVE AND LASTING IMPACT ON THE QUALITY OF LIFE OF THE CITIZENS OF HENDERSON COUNTY.**

Categories to be considered are the following:

- * Agriculture
- * Business
- * Cultural Arts
- * Education
- * Government
- * Human Services
- * Industry
- * Medicine
- * Religion

Honorees will be selected based on the significance of the contribution rather than the field of endeavor. They shall have demonstrated that they have made major investments in Hendersonville and Henderson County in time, energy, and resources for the public good. They shall be recognized in publications, a public ceremony, and inclusion on a "Walk of Fame" in downtown Hendersonville.

HOW TO NOMINATE AN INDIVIDUAL

To nominate an individual to be inducted in the Walk of Fame, please complete the attached nomination form and a statement of no more than three double-spaced pages which include further information about the individual, including the following:

- Why you feel this person's contribution is significant
- Why you consider his/her contribution to be long lasting or even timeless
- What specific impact has his/her contribution has made on the quality of life in Hendersonville and Henderson County

(rev. 5-9-16)

Please complete the nomination form and submit one copy of the completed nomination packet, including the supporting documentation no later than *(to be determined)* to one of the following:

Ms. Tammie Drake
tdrake@hvlnc.gov
145 5th Ave. E.
Hendersonville, NC 28792

or

Ms. Terry Wilson
twilson@hendersoncountync.org
1 Historic Courthouse Square, Suite 1
Hendersonville, NC 28979

ADDITIONAL INFORMATION

If the person you nominate is selected, the Walk of Fame may need additional information for publication and publicity. Please provide the name of a person who can assist in providing further information, including pictures, and in scheduling interviews and photography.

Name _____

Address _____

Phone _____

Email _____

Relationship to Nominee _____

Other Relevant Information _____

Walk of Fame Nomination Form

ASSISTANCE IN PREPARING NOMINATION FORMS

Those having questions about or needing help with preparing the nomination form are invited to call Tom Orr, Chairman of the Walk of Fame Committee, who can refer you to one of more of the agencies in the county who may provide you with the information you need. Mr. Orr may be reached at 828-606-6874.

NOMINEE:

Name _____

Place of Birth _____

Years of Residence in Henderson County _____

(If Living) Address _____

(If Deceased) Year of Death _____

PERSON OR GROUP NOMINATING:

Name _____

Address _____

Phone _____

Email _____

Relationship to Nominee (if any): _____

NOMINATOR'S STATEMENT: I hereby affirm that, to the best of my knowledge, the information provided on this Nomination Form is accurate.

Signature _____

Date _____

The Walk of Fame Committee would like to express appreciation to the City of Raleigh Hall of Fame Committee for its assistance in developing this project.

ESTIMATED YEARLY COSTS OF THE PROJECT

A yearly budget will be submitted to the governing bodies for each fiscal year beginning with FY 18. *[Attached is a funding request for start-up funds for the first year of the project.]*

DOCUMENTS

Attached to this report are the following documents:

- Nomination form

- Request for start-up funds for first year

- Design plans for 2017

WALK OF FAME DESIGN COMMITTEE DESIGN OF THE WALK OF FAME

Walk of Fame Location

The Walk of Fame will be located on the sidewalks on both sides of the following avenues:

5th Avenue East between King Street and Main Street

4th Avenue West between Main Street and Church Street

3rd Avenue East between King Street and Main Street

2nd Avenue West between Main Street and Church Street

This pattern essentially connects City Hall and the Historic Court House (no starting and no ending point which will allow pedestrians to begin at any point along the walk). Other sections of sidewalk could be added in the future.



Construction Schedule

The construction schedule will be broken up into phases. Each phase will consist of one avenue as described below. The construction schedule is determined by funding.

Phase 1 – 3rd Avenue East between King Street and Main Street

Phase 2 – 4th Avenue West between Main Street and Church Street

Phase 3 – 2nd Avenue West between Main Street and Church Street

Phase 4 – 5th Avenue East between King Street and Main Street

Monument Spacing Details

The Avenues are approximately 300 feet in length with driveways in various locations. The monuments will be spaced on 15 foot increments (no monuments in the driveways or at the intersections) and should be centered between the control joints in the sidewalk. The monuments should be set in an alternating pattern with approximately 12 inches of space between the monument and the edge of the

sidewalk. Monuments will not be placed on Main Street. Monuments will be placed within the first (five foot by five foot approximately) square on the avenue and then every 15 feet or as space allows until we reach the end of the project area. This spacing should allow for approximately 40 monuments per avenue (depending on the number of driveways along the avenue).

Monument Installation Process

During the sidewalk construction process, monuments will be installed and concrete poured around them so that the granite is level or slightly recessed below the surface of the concrete. For new sidewalks, five foot by five foot sections (or full width of the sidewalk and from control joint to control joint) will be removed in order to properly set the monument then concrete will be reinstalled around the monument.

Granite Etching and Size

Sidewalks on the North side of the avenues will have the monuments faced so folks will walk away from Main Street. Sidewalks on the South side of the Avenues will have the monuments faced so folks will walk toward Main Street. (If people start on Main Street and follow the monuments, they can make a short loop that leads them back to Main Street).

Etching or engraving will be completed on site after the nominee has been approved by the selection committee. Each monument shall include the inductees name, birth year and death year (if applicable), and field of work.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/27/2016

Presenter: John Connet

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 11

Approximately 18 months ago the City Council directed staff to engage a consultant to complete a traffic circulation study for the area around the Pardee Hospital and Hendersonville Elementary and Middle Schools. The City hired Kimley-Horn Consulting Engineers to complete the study. Following an extensive stakeholder process, Kimley-Horn has developed a technical report laying out potential options to address traffic circulation in this area. Kimley-Horn representatives will attend the meeting to present their report.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

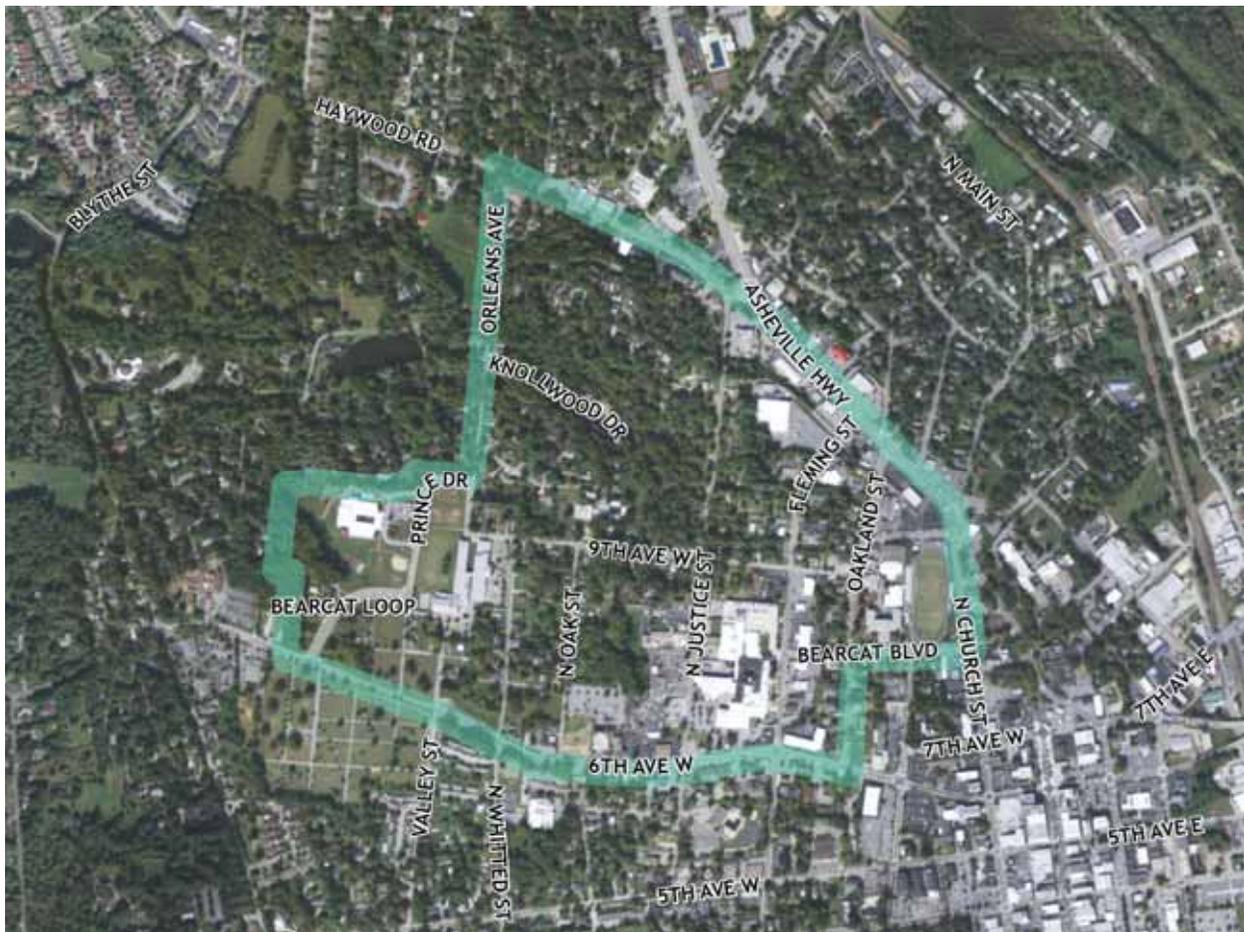
Attachments:
Preliminary Technical Report

9TH AVENUE AREA CIRCULATION STUDY

TECHNICAL MEMORANDUM

INTRODUCTION

In response to growing demands on its roadways in the 9th Avenue area, shown in the map below, the City of Hendersonville commissioned a circulation study to investigate options to improve mobility and safety. The planning process included meeting with stakeholders and residents, data collection and issues identification, the development of improvement solutions and sample concept illustrations, and cost estimation. The 9th Avenue Area Circulation Study is intended to guide the City of Hendersonville's decision-making regarding the enhancement of biking, walking, and driving within, through, and around the 9th Avenue area.



STAKEHOLDER ENGAGEMENT

The study area encompasses a place in Hendersonville where long-time residents live, students attend school, and employees go to work. The diversity of stakeholders representing the area necessitated an engagement strategy that effectively identified the needs and desires of the users of the street network.

STAKEHOLDER WORK SESSION

On January 30, 2016, the project team hosted a stakeholder work session. Attendees included local residents and representation from Henderson County Public Schools, Blue Ridge Community College, Wingate University, Pardee Hospital, Blue Ridge Bicycle Club, Hendersonville City Council, North Carolina Department of Transportation (NCDOT) Division 14, and staff from the City's administration, development assistance, engineering, police, and public works departments. The discussion focused on the identification of problems and documented stakeholders priorities for improvements. Generally, these priorities aligned with four broad categories:

1. Crossing Safety
2. Walkability & Bikeability
3. Driver Behavior
4. Intersection Operations

CITY COUNCIL PRESENTATION

On April 7, 2016, the project team presented the preliminary findings of the 9th Avenue Area Circulation Study to City Council at the regularly scheduled monthly meeting. The presentation included an explanation of the objectives of the study, the outcomes of the stakeholder work session, and a set of options that respond to the identified problems.

STAKEHOLDER MEETING

On May 19, 2016, the project team called a meeting of stakeholders representing Henderson County Public Schools, Blue Ridge Community College, Pardee Hospital, Hendersonville Family YMCA, Henderson County, NCDOT Division 14, and the City's administration, engineering, and public works departments. The purpose of the meeting was to discuss potential crosswalk improvements at the intersection of 6th Avenue and N Oak Street.

MOBILITY ISSUES

Through the engagement process, local stakeholders explained that there are several challenges facing those who travel within and around the 9th Avenue Area. The most frequently mentioned issues are shown in the table below.

| Existing Issues | Crossing Safety | Walkability & Bikeability | Driver Behavior | Intersection Operations |
|--|-----------------|---------------------------|-----------------|-------------------------|
| School speed zone flashing beacons don't flash during start delays and early dismissals. | ✓ | ✓ | ✓ | |
| Drivers ignore the school speed zone flashing beacons even when they are active. | ✓ | ✓ | ✓ | |
| There are no marked crosswalks at US 64 and Valley Street. | ✓ | ✓ | | |
| There are no bike facilities or safe roads to bike on. | | ✓ | ✓ | |
| Most students are driven to school by their parents. | | ✓ | | |
| The sidewalks on 9 th Avenue are narrow and poorly maintained. | | ✓ | | |
| There are sidewalk gaps on N Justice Street and Fleming Street. | | ✓ | | |
| Speeding is a major issue on 6 th Avenue, 9 th Avenue, and Orleans Avenue. | | | ✓ | |
| N Whitted Street isn't wide enough for on-street parking on both sides. | | | ✓ | |
| Motorists don't stop at the stop signs at Orleans Avenue and Knollwood Drive. | | | ✓ | |
| The intersection of 6 th Avenue and N Oak Street is unsafe. | | | | ✓ |
| The intersection of N Church Street and N Main Street gridlocks during rush hour. | | | | ✓ |
| The Hendersonville High School expansion will close 9 th Avenue at N Church Street. | | | | ✓ |

WALKING STUDENTS

More than 230 pedestrians were counted on 9th Avenue near Knollwood Drive on Tuesday, October 20, 2015. Approximately 62% of those pedestrians were counted between 2pm and 4pm which implies that more than 140 students and their parents walked home after school that day.

SPEEDING ON 9TH AVENUE

Traffic counts and speed measurements were conducted in December 2015. Based on this data, approximately 2,000 vehicles per day travel on 9th Avenue near Knollwood Drive. While the posted speed limit is 20 mph, the 85th percentile speed was measured at 34 mph. Generally speaking, posted speed limits are set so that 85% or more of the drivers traveling the road do not exceed the speed limit.

JOINT HEALTH EDUCATION CENTER

The Joint Health Education Center, located in the northeast quadrant of the intersection of 6th Avenue and N Oak Street, is currently under construction. Once open, the building will include classrooms and laboratories for Wingate University and Blue Ridge Community College students in addition to a cancer center and infusion therapy clinic that will be used by Pardee Hospital. The Joint Health Education Center is expected to generate over 300 trips in both the morning and evening peak hours.

HENDERSONVILLE HIGH SCHOOL EXPANSION

About 700 students are currently enrolled at Hendersonville High School. An expansion is planned for the high school which will increase its capacity to 800 students. The expansion will include the closure of 9th Avenue between Oakland Street and N Church Street and a new gymnasium and cafeteria on the triangular parcel north of 9th Avenue. The high school currently utilizes 3 buses and most high school students park on-street.

IMPROVEMENT OPTIONS

The table below summarizes the improvement options developed as a part of this study and is followed by descriptions that include implementation considerations and planning-level cost estimates as well as concept illustrations for a sample of the improvements.

| Improvement Options |
|--|
| Crossing Safety |
| Install high visibility crosswalk and curb ramps at 6 th Avenue and N Valley Street. |
| Upgrade crosswalks with high visibility markings and install signs at 6 th Avenue and N Oak Street. |
| Walkability & Bikeability |
| Establish a local Safe Routes to School program. |
| Plan and execute Walk to School Day and Bike to School Day events. |
| Provide bike racks at Hendersonville Elementary School and Hendersonville High School. |
| Regularly maintain sidewalks on 9 th Avenue. |
| Construct sidewalks to fill-in gaps on N Justice Street and Fleming Street south of 9 th Avenue. |
| Driver Behavior |
| Periodically enforce the 20 mph posted speed limit during school zone hours. |
| Implement variable schedules for school speed zone flashing beacons. |
| Install speed humps on 9 th Avenue and Orleans Avenue. |
| Intersection Operations |
| Analyze traffic on Asheville Highway and N Church Street from Fleming Street to N Main Street. |
| Assess the impact resulting from the closure of 9 th Avenue at N Church Street. |
| Study the potential realignment of N Oak Street at 6 th Avenue. |

CROSSING SAFETY

Elementary and middle school students who walk to school primarily cross 6th Avenue at Valley Street and N Whitted Street. While there are marked crosswalks at N Whitted Street, there are no marked crosswalks at Valley Street where a greater number of students cross. Sidewalks are present on the northeast and southeast corners of this intersection. Installation of a high visibility crosswalk connecting the northeast and southeast corners would increase the safety of crossing pedestrians by clearly delineating the crosswalk and alerting motorists to the potential presence of pedestrians. Installation of ADA-compliant curb ramps should also accompany the marked crosswalk.

N Oak Street is offset at its intersection with 6th Avenue. The Hendersonville Family YMCA is located in the southwest quadrant and the under construction Joint Health Education Center is located in the northeast quadrant. Marked crosswalks exist on all approaches of the intersection. There are several options for improving crosswalk safety at this intersection including improving the existing crosswalks; consolidating the eastern and western crosswalks and constructing a median refuge with rectangular rapid flashing beacons; and consolidating the eastern and western crosswalks and constructing a median refuge with an offset and rectangular rapid flashing beacons. Described in the *Intersection Operations* section, realignment of the intersection, installing a traffic signal, or constructing a roundabout would also improve crosswalk safety. While a median refuge would enable pedestrians to cross one direction of traffic at a time, it would not accommodate trucks turning left from N Oak Street. Stakeholders expressed their preference for upgrading the existing crosswalks with high-visibility markings and crosswalk signs.

Figure 1 shows the intersection configuration of 6th Avenue and N Oak Street once the Joint Health Education Center is complete. Figures 2-4 show concept illustrations of the crosswalk improvement options.

PLANNING-LEVEL COST ESTIMATES

- Install high visibility crosswalk at 6th Avenue and N Valley Street: \$10,000
 - Upgrade existing crosswalks at 6th Avenue and N Oak Street: \$25,000
- OR
- Consolidate crosswalks and install median refuge and RRFB: \$50,000



FIGURE 1. 6TH AVE AT N OAK ST - EXISTING CROSSWALKS

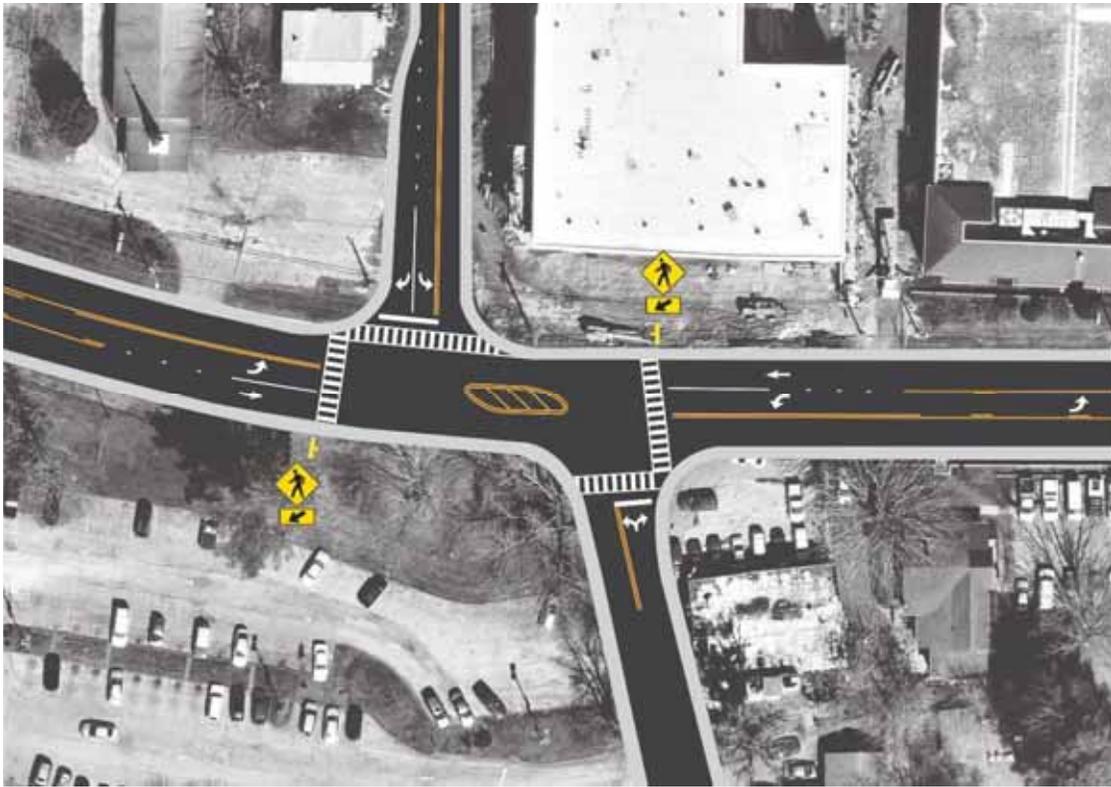


FIGURE 2. 6TH AVE AT N OAK ST - HIGH-VISIBILITY CROSSWALK CONCEPT

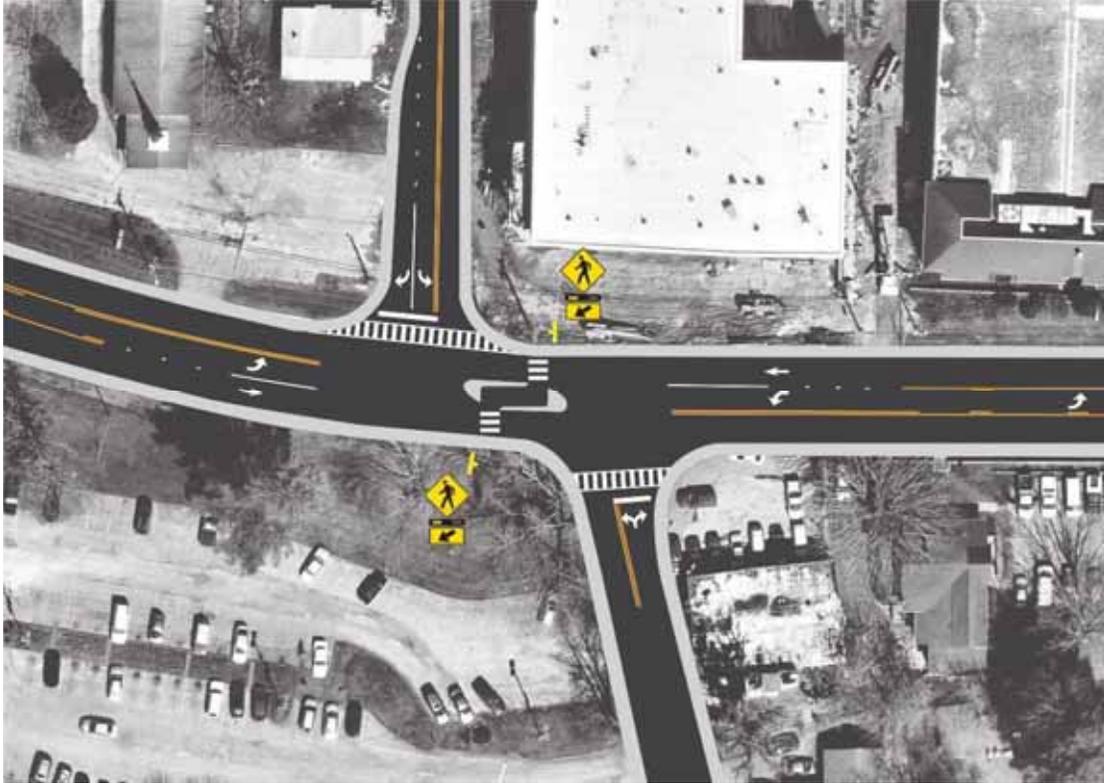


FIGURE 3. 6TH AVE AT N OAK ST - OFFSET MEDIAN REFUGE CROSSWALK CONCEPT

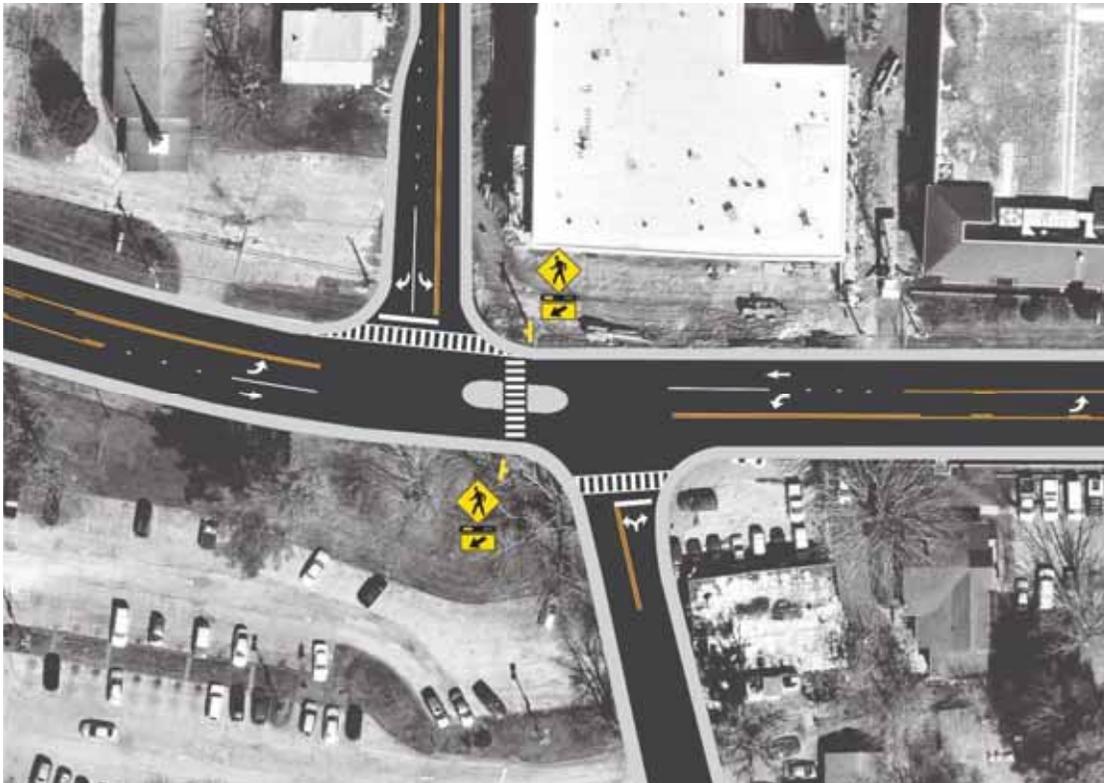


FIGURE 4. 6TH AVE AT N OAK ST - MEDIAN REFUGE CROSSWALK CONCEPT

WALKABILITY & BIKEABILITY

In addition to crosswalk enhancements, the addition of bicycle racks at the schools, a Safe Routes to School (SRTS) program, and Walk and Bike to School Day events would improve the walkability and bikeability in the 9th Avenue area. While these improvement options are directly related to the schools, their influence extends beyond the schools by creating a more walkable and bikeable environment for students and non-students alike.

Safe Routes to School¹ is a national program that encourages children to walk or ride their bike to school by planning, designing, and implementing projects (e.g., sidewalks and bike lanes) and programs (e.g. Walk and Bike to School Day events and walking school buses). NCDOT and the North Carolina Division of Public Health have partnered to create Active Routes to School, which is a North Carolina Safe Routes to School² project focused on physical activity for children. The Active Routes to School project is supported by regional coordinators who help communities create local Safe Routes to School programs. The North Carolina Safe Routes to School program has also published a document entitled *An event planning guide for Walk to School Day and Bike to School Day*³ that provides a framework for prospective event organizers to create Walk and Bike to School day events in their communities.

Convenient and secure bike parking at the schools would encourage more students to ride their bikes to school. A single grid-style bike rack exists at Hendersonville Middle School. The Blue Ridge Bicycle Club has offered to partner with the Elementary School and the High School to provide additional bike racks.

9th Avenue only has sidewalks on the north side of the street and its effective width is reduced by utility poles, sign posts, and fire hydrants located in the sidewalk as well as vegetative debris. Regular maintenance to remove the debris and repair broken sidewalk segments will improve the functionality of the sidewalk.

Gaps in the sidewalk along N Justice Street and Fleming Street south of 9th Avenue force pedestrians to walk across parking areas and wide driveways. Completing the sidewalks on these streets will enhance pedestrian connectivity between 9th Avenue and 6th Avenue.

PLANNING-LEVEL COST ESTIMATES

- Provide bike racks at schools: \$1,000 each
- Construct sidewalks on N Justice Street and Fleming Street: \$20,000

DRIVER BEHAVIOR

Stakeholders reported that drivers traveling on 6th Avenue frequently violate the 20 mph speed limit during school hours. Additional police enforcement as well as the implementation of variable schedules for the school speed zone flashing beacons will likely yield greater driver compliance, potentially reducing the number and severity of crashes.

¹ <http://www.saferoutesinfo.org/>

² https://connect.ncdot.gov/projects/BikePed/Documents/NCDOT_SRTS_Description.pdf

³ <https://connect.ncdot.gov/projects/BikePed/Documents/NCHowToPlan.pdf>

Motorist speeding is also an issue on 9th Avenue and Orleans Avenue and can be addressed by a number of traffic calming measures. Installing intermittent speed humps would regulate the speed at which motor vehicles can travel along the street.

On-street parking is permitted on both sides of N Whitted Street. However, the street is too narrow to accommodate motor vehicles parked on both sides and traffic traveling in both directions. While this street configuration naturally slows motor vehicle traffic, some stakeholders stated that it reduces the predictability of the street for drivers. Investigation of only permitting on-street parking on the east side of N Whitted Street should include additional coordination with residents, parents, and Hendersonville Middle School.

PLANNING-LEVEL COST ESTIMATES

- Install speed humps on 9th Avenue and Orleans Avenue: \$3,000 each

INTERSECTION OPERATIONS

There are three closely spaced signalized intersections along Asheville Highway / N Church Street at Fleming Street, Oakland Street, and 9th Avenue / N Main Street. High traffic volumes, short spacing distances, skewed intersection angles, and a five-legged intersection at N Main Street introduce complexity along the roadway. A traffic operations study that also considers the closure of 9th Avenue and its resultant traffic diversions will guide decisions to improve safety and mobility along Asheville Highway and N Church Street.

Beyond crosswalk safety improvements at the intersection of 6th Avenue and N Oak Street, the potential exists for a realignment of the intersection into a traditional four-legged intersection or a roundabout. Stakeholders expressed that a traditional intersection is preferred, and signalization would improve safety for motorists, pedestrians, and bicyclists. While a roundabout would provide a symbolic gateway into the 9th Avenue area, it would require a significant amount of land.

Figure 5 shows a concept illustration of an intersection realignment with signalization. Figure 6 shows a concept illustration of a roundabout offset to avoid impacting the Joint Health Education Center.

PLANNING-LEVEL COST ESTIMATES

- Realign intersection of 6th Avenue and N Oak Street: \$400,000
AND
Signalize realigned intersection of 6th Avenue and N Oak Street: \$250,000
OR
Realign and construct roundabout at 6th Avenue and N Oak Street: \$950,000



FIGURE 5. 6TH AVE AT N OAK ST - INTERSECTION REALIGNMENT CONCEPT



FIGURE 6. 6TH AVE AT N OAK ST - ROUNDABOUT CONCEPT

CONCLUSION

There exists many opportunities to improve mobility and safety in the 9th Avenue area, and Hendersonville's growth underpins the need for investment in its streets, sidewalks, intersections, and crosswalks. Coordination between City of Hendersonville staff and key stakeholders paired with strategic implementation of the improvement options included in the 9th Avenue Area Circulation Study will bolster the area's crossing safety, walkability and bikeability, driving behavior, and intersection operations.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lew Holloway

Department: Downtown

Date Submitted: 6/29/2016

Presenter: Connie Knight

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 12a

ArtScape Banner Project - Connie Knight – This is an art banner project being proposed for street lamp and power pole banners. The project involves the placement, via a sponsorship program, of artists work on banners along Main Street, 7th Avenue and downtown Avenues. The Arts Council of Henderson County is the project leader.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

Attachments:



Art Escape in Old Town 2014

Artist: **Bonnie Flax**

Sponsor: **TDC Virginia
Benefits & Risk Management**

Old Tow

General Store



Old To
Gene



HAIR
CUTS
SHAVING



Awabi
Sushi BAR



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lew Holloway

Department: Downtown

Date Submitted: 6/29/2016

Presenter: Brad Vale

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 12b

Apple Quest Scavenger Hunt Project - Brad Vale – This is a permanent scavenger hunt project which involves the placement of 12 four inch diameter bronze apples throughout downtown, primarily along Main Street. The project is inspired by Greenville's "Mice on Main" and is a Silver level project for a local trio of Girl Scouts.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

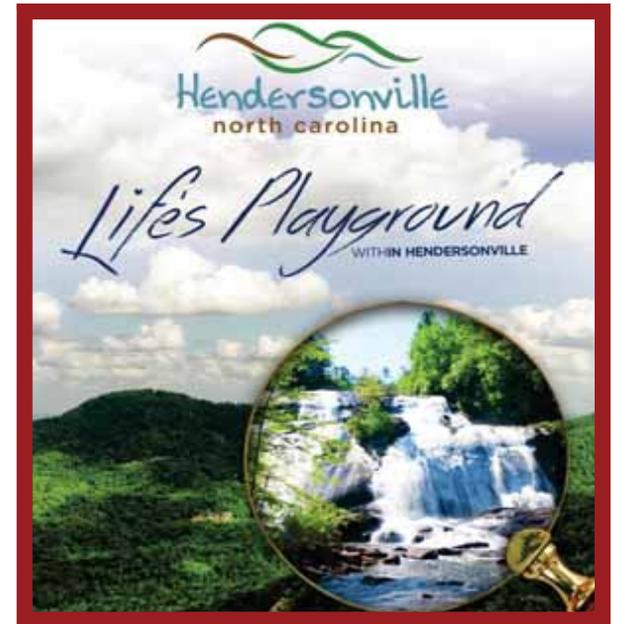
Attachments:



Explore
downtown
Hendersonville, NC

Hendersonville, NC is home to many exciting outdoor adventures. Come and test your inner sleuth and help Little Bear and his bear family find their apples 'while at the same time exploring all that downtown Hendersonville has to offer.

Apple Quest: Hendersonville, NC



girl scouts

APPLE
QUEST





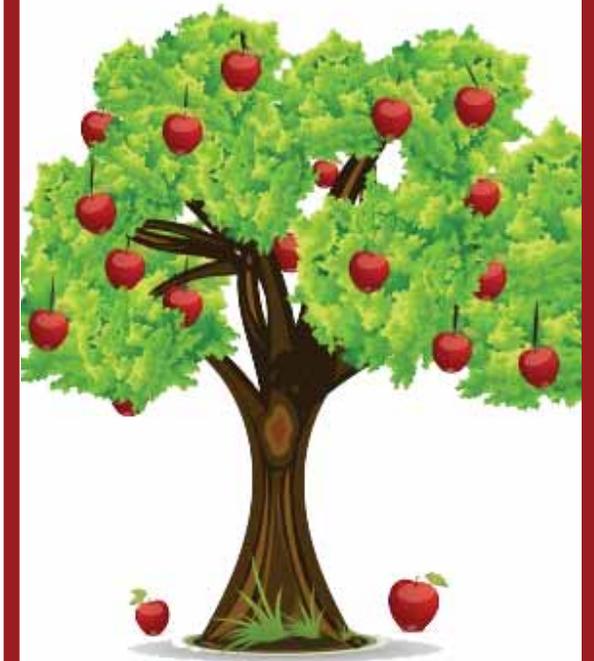
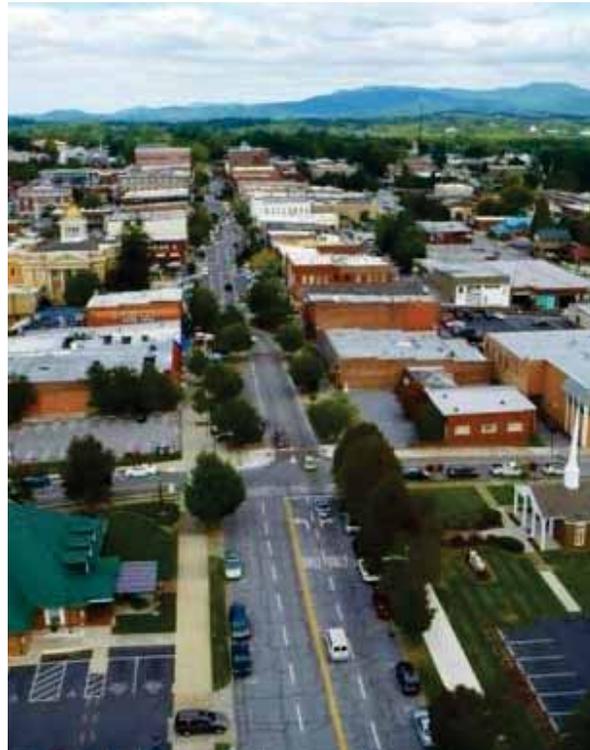
About the Apple Quest

Apple Quest is a permanent scavenger hunt created by Girl Scout Troop 1886, Henderson County, NC. It was a joint Silver Award project chosen by the girls and inspired by Mice on Main, Greenville, SC.



Purpose

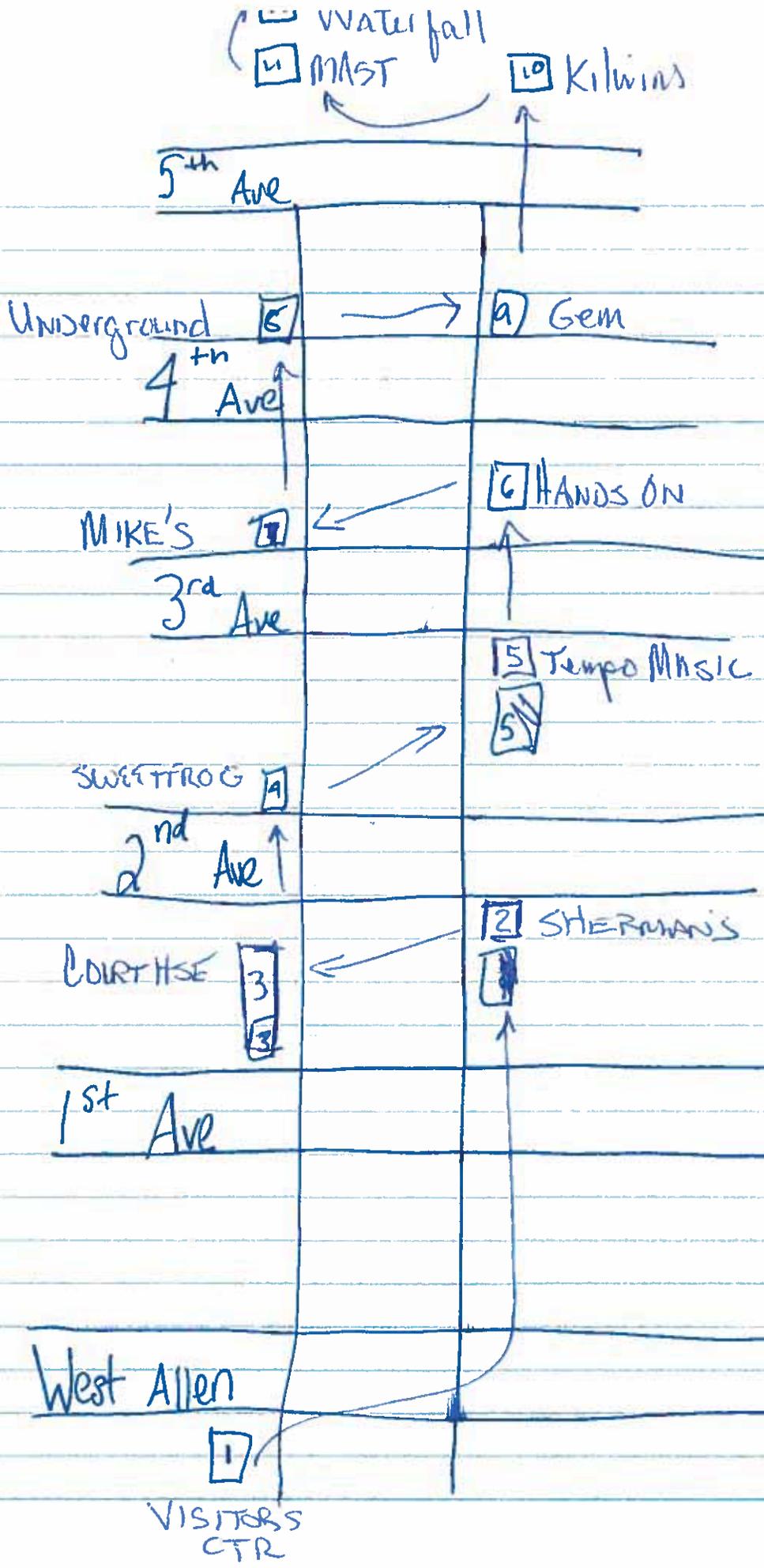
Apple Quest is a fun and FREE activity for families to explore the wonders of downtown Hendersonville. It is also a year round activity that can be enjoyed in every season of Life's Playground.



For more information about Girl Scouts, please contact us at:

Girl Scouts Peaks to Piedmont
31 College Place
Asheville, NC 28801

(828) 252-5422
www.girlscoutsp2p.org



Apple Quest Clues

- 1. Look for the building with a green roof where many visitors you may meet. Then, to start your quest, first take a rest, and an apple you may see.*
- 2. The next apple is sitting by a store where they sell sports equipment, souvenir clothing and maybe even things to go off to war.*
- 3. Look for a building where flags proudly fly, and monuments remember those who fought and died. Although no legal cases are now settled here, there's lots of history, that's pretty clear.*
- 4. This apple remembers this building as the town's first hotel. But today, you can get a sweet treat to eat while you look for an apple nearby.*
- 5. To find the next apple, we encourage you to find a good beat, then to skip and to sing across the street. Look for the business where the ghosts of Leo Fender, Orville Gibson may roam.*
- 6. Your kids can play here all day and never tire while mom and dad sit close by, have some coffee, unwind and smile, all while they can look up at the mosaic tile.*
- 7. To find this apple, look for the green awning across from where you can get a great bowl of Irish stew.*
- 8. A bank was once the home to this next apple. And, around 1926, they made it so you can see this apple from above ground or below. Look for the tiles that made this possible.*
- 9. This next apple is very special to us. It may look dim in daylight, but to us it's truly a shining gem.*
- 10. This clue is so plain and forthright, there's no need to "fudge" this one.*
- 11. In "General", this store has been pleasing customers since 1883.*
- 12. This last apple may get wet but not just from rain. To find it takes work and you may have to look at all directions.*

Congratulations on your Apple Quest!



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/27/2016

Presenter: John Connet

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 13

Hendersonville Water and Sewer has been working for the last six months to negotiate terms for the purchase of the Etowah Sewer Company. We have an approved Purchase Agreement for consideration by the City Council. The purpose of the purchase is to consolidate the smaller sewer system with our large system in a manner that mutually benefits both entities. Upon approval of the Agreement, the City of Hendersonville will submit an application to the North Carolina Utilities Commission seeking approval of the purchase. We have also developed the attached letter explaining the purchase to the customers of Etowah Sewer Company.

Budget Impact: \$ 1,026,000 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move that that City Council approve the Purchase Agreement with Etowah Sewer Company

Attachments:

Final Terms Letter
Purchase Agreement
Letter to Customers

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

SEWER SYSTEM PURCHASE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2016 by and between Etowah Sewer Company, Inc., formerly known as Etowah Sewer Company, a North Carolina Corporation (the "Seller") and the City of Hendersonville, a North Carolina municipality organized pursuant to N.C.G.S. chapter 160A (the "Buyer").

W I T N E S S E T H:

That, WHEREAS the Seller wishes to sell and the Buyer wishes to buy all of that sewer system owned by the Seller and operated in an unincorporated part of Henderson County, North Carolina generally referred to as "Etowah" and its surroundings,

NOW THEREFORE, in consideration of the promises contained herein and of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Within 180 days of the date hereof, the Seller shall deliver by bill of sale and general warranty deed fee simple title to all real property, fixtures, and tangible personal property constituting the Etowah Sewer System, including all property shown on Appendix A attached hereto and made a part of this agreement by this reference.
2. In compensation for the said transfer the Buyer shall pay to the Seller the sum of \$* subject to the escrow of \$200,000 as herein provided.
3. The sale of the Etowah Sewer System shall take place on a date on a "Monthly Reading Date" as defined herein. The date of the said sale shall be called in this agreement the "Sale Date." The Buyer shall remit to the Seller all sewer charges collected by the Buyer on behalf of the seller in the ordinary course of business during that 30-day period beginning the day invoices are sent from the Buyer by any normal method on the date following the Sale Date.
4. After the end of the 30-day period provided in the preceding paragraph, all sums received by any person, including the Buyer and

the Seller, as payment for sewer service provided on the Etowah Sewer System shall be the property of the Buyer, and the transfer of these sums as accounts receivable is included as part of the purchase contemplated under this agreement.

5. As used in this agreement, "Monthly Reading Date" means that date in any month when the Buyer normally assesses the amount due for water or sewer charges or both for properties served by the Seller as of the time of the execution of this agreement.
6. Of the purchase price the Buyer shall hold in escrow the sum of \$200,000.00. The terms of the escrow shall be as provided in a separate escrow agreement of even date herewith.
7. In the event of nonperformance by the Buyer the Seller's damages for any claimed breach shall not exceed in any event the sum of \$1,000.00.
8. This agreement is subject to approval by appropriate governmental bodies including the North Carolina Utilities Commission.
9. The Seller agrees to do all acts and accomplish all things reasonably necessary to inform its current and anticipated customers of the transfers contemplated within, and shall do nothing to interfere with the sewer service relationship between these customers and the Buyer.
10. This agreement shall be binding on the parties and on their respective successors, representatives and assigns.

11. It is a condition precedent to the parties' obligations under this Agreement that the North Carolina Utilities Commission approve the transfer of the Etowah Sewer System as set forth herein.

12. It is a condition precedent to the parties' obligations under this Agreement that transfer of the Seller's 500,000 gallon per day wastewater discharge permit to the Buyer be approved by appropriate governmental agencies and be accomplished as part of the transaction contemplated herein.

13. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

State of North Carolina
County of Henderson

I, _____, certify that _____ personally came before me this day and acknowledged that he/she is _____ of Etowah Sewer Company, Inc., and that he/she, as _____, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____ 2016.

Notary Public

My commission expires:

State of North Carolina
County of Henderson.

I, _____, a Notary Public of the County and State aforesaid, certify that John F. Connet, in his capacity as City Manager of the City of, appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____ 2016.

My commission expires: _____

_____ Notary Public

APPENDIX A

The property to be conveyed, aside from accounts payable as provided in the Agreement, is all tangible property, whether real, personal, fixtures, or some combination thereof, and including specifically at least the following:

1. Gravity sewer collection system, including manholes, mainline sewer piping, sewer laterals from mainline pipe to right-of-way, cleanouts
2. Pump stations (wet wells, valve vaults, controls, generators, other ancillary equipment), force mains, air releases.
3. Wastewater treatment plant, outfall.
4. NPDES wastewater discharge permit for existing plant as well as for the expanded capacity (0.5 mgd).
5. Sanitary sewer collection system permit as well as any other permits associated with the installation, operation and maintenance of the sanitary sewer system.
6. All parcels affiliated with the sanitary sewer system (WWTP, pump stations).
7. All easements affiliated with the sanitary sewer system including any access agreements.

8. Copies of all NCDOT encroachment agreements, in both paper copy and readily accessible electronic form.

9. All records and any documentation regarding operation and maintenance of the sanitary sewer system (plant records, sampling data, NCDEQ (formerly NCDENR) correspondence, as-built information, cut sheets, and the like).

10. All pumps, controls, equipment and spare parts.

11. All other hardware in the possession, custody and control of the Seller that may be necessary to operate the system conveyed.

CITY COUNCIL:
BARBARA G. VOLK
Mayor
STEVE CARAKER
Mayor Pro Tem
RON STEPHENS
JERRY A. SMITH, JR.
JEFF MILLER

CITY OF HENDERSONVILLE

The City of Four Seasons

OFFICE OF THE CITY MANAGER
JOHN F. CONNET

OFFICERS:
JOHN F. CONNET
City Manager
SAMUEL H. FRITSCHNER
City Attorney
TAMMIE K. DRAKE
City Clerk

January 18, 2016

Mr. Tom Kilpatrick, Manager
Etowah Sewer Company
PO Box 1659
Etowah, North Carolina 28729

RE: Etowah Sewer System and Treatment Facility
Offer to Purchase Assets

Dear Mr. Kilpatrick:

Please allow this letter to serve as the City of Hendersonville's (City) conditional acceptance of your counteroffer of \$1,026,000 for the purchase of the Etowah Sewer Company (Company). The purchase of the Company by the City will be contingent of the following conditions:

1. The City is able to obtain fee simple ownership of all real property and capital assets (equipment and buildings) associated with the Company's Package Wastewater Treatment Plant and Pump Stations.
2. The City will receive all sewer easements necessary to insure the City's right to maintain, repair and replace all sewer lines. In the absence of all of these easements, the City will request that \$200,000 of the purchase price be set aside in an escrow account, with an escrow agreement approved by the City Attorney, with an attorney of your choice, for a period of two years from the date of final execution of asset purchase. These funds will be available, if any property owner challenges the City's right to the utilization of existing sewer lines, for the purchase or defense of any easements associated with the Etowah Sewer System at the time of purchase. If at the end of the first year no claims have been filed against the City for these easement, the City will disburse payment of \$100,000 to the Etowah Sewer Company or to its subsidiaries, as so established by the current owners of the Company. All remaining, unspent funds will be dispersed to the owners of the Company at the end of the two year period.
3. The City will have the right to inspect the wastewater treatment plant, all pump stations, gravity sewer lines and force mains to determine condition and remaining useful life prior to final purchase. If it is determined, as a result of these inspections, that the infrastructure has exceeded its useful life or that it would not in the best interest of the City to purchase said infrastructure, the City shall reserve the right to withdraw its offer to purchase the Etowah Sewer Company's assets.
4. The Company will ensure that all statutory requirements associated with the sale of the Etowah Sewer Company are satisfied prior to completion of the purchase. Examples of these statutory requirements include any North Carolina Utilities Commission approvals, Henderson County Commissioner public hearings or approvals and/or any required hearings before the existing Etowah Sewer Company Customer Base. The City will participate and assist as may be necessary to facilitate the purchase.

145 Fifth Ave. E.
Hendersonville, NC 28792-4328

jconnet@cityofhendersonville.org
www.cityofhendersonville.org

Phone: 828.697.3000
Fax: 828.697.8645

In order for us to proceed with this purchase, I would ask that you and the owners work with City Attorney Sam Fritschner and Utilities Director Lee Smith to clear up all real estate and easement matters. I will ask Lee Smith to schedule the necessary treatment plant, pump station and gravity sewer and force main inspections. Please provide me with a list of any statutory requirements that may be associated with the sale of the Company. Finally, if the Company has an attorney that they would like to represent them in this matter and/or hold the escrow funds, please provide that information to Sam Fritschner. Upon the completion of these tasks, we will schedule the final purchase of the Company.

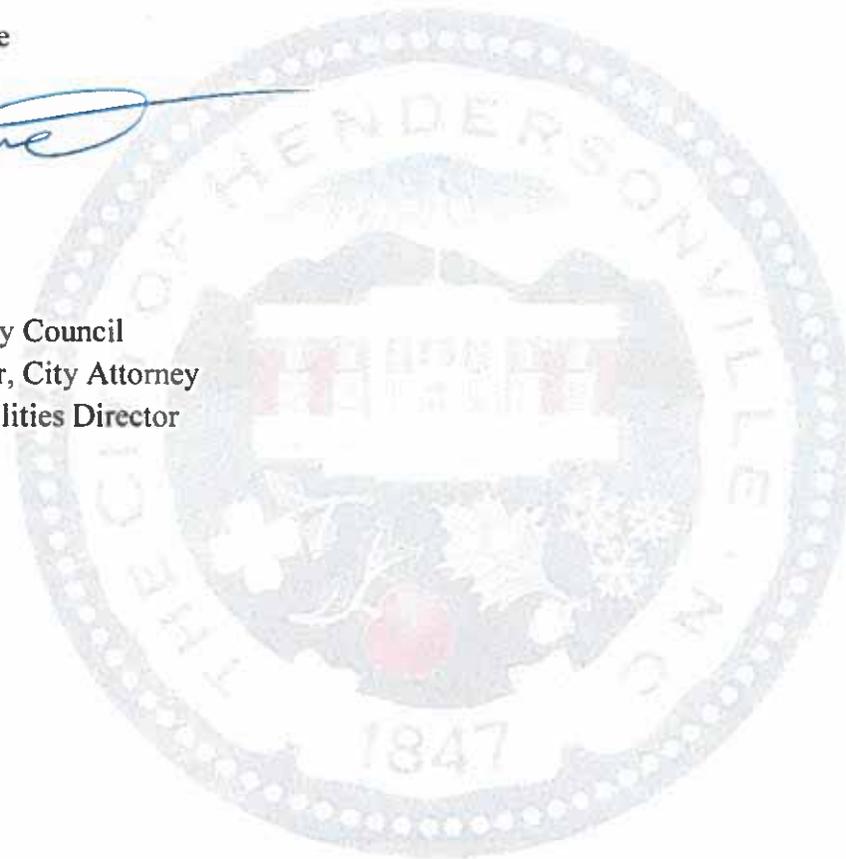
Should you have any questions please do not hesitate to contact me or Lee Smith.

Sincerely,
City of Hendersonville



John Connet
City Manager

Cc: Mayor and City Council
Sam Fritschner, City Attorney
Lee Smith, Utilities Director



Etowah Sewer Company

Post Office Box 1659
Etowah, NC 28729
828-891-7022

June 3, 2016

To Etowah Sewer System Customers

RE: Etowah Sewer System
Transfer of Ownership

The Etowah Sewer Company and the City of Hendersonville are pleased to announce plans for the City to assume ownership of the Etowah Sewer System. With this change in ownership the City will provide not only water, but sewer service to Etowah just as it does for other areas in Henderson County outside of the corporate limits. The North Carolina Utilities Commission (NCUC) has final approval authority over the transfer of a privately owned public utility system to an owner exempt from NCUC regulation. The process consists of an application, NCUC Public Staff review, Public Notice, and a public comment period. The final transition of ownership is subject to their approval and we anticipate that to be completed later this year. The ownership change will promote the improvement of sewer service to residents and businesses in the Etowah area in the following ways.

- The City of Hendersonville and their ability to provide water to Etowah has been a tremendous asset to the community for the past 30 years. We believe that the City assuming ownership of the sewer system will provide similar positive benefits. The Etowah Sewer Company Board of Directors (Board) believes it is in the best interest of customers of the Etowah Sewer System to become a part of the City of Hendersonville system.
- The City of Hendersonville Water and Sewer Department has a sewer operations staff consisting of 27 employees, including 9 wastewater treatment plant staff, an environmental services coordinator, 11 sewer collection system maintenance staff and 6 facilities maintenance staff. The City will be able to respond to maintenance calls quickly and efficiently.
- The City of Hendersonville has committed to the Board that assuming ownership of the Etowah Sewer Company does not and will not involve annexation. The City is very emphatic that it has no plans or desires to annex the Etowah area.
- The Etowah Sewer Company Board of Directors is very aware of the financial requirements associated with ongoing repairs and improvements needed to the existing sewer facilities and has considered the financial impact this could have to our customers. The Board understands the system's limited ability to finance these improvements. Additional funding would also be required to extend new sewer lines to serve areas in the Etowah area with failing septic systems and to meet other growth requests.
- Upon assuming ownership of the Etowah sewer system, the City plans to make needed repairs and improvements which are estimated to be approximately \$500,000 over the next three years. These improvements would be funded from the City's current operating budget and covered by their current utility rates. If the Etowah Sewer Company had to make these repairs/improvements, we have calculated an increased flat residential rate of approximately \$43.00 - \$45.00 per month. With

Etowah Sewer Company

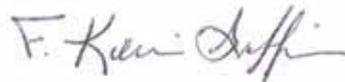
Post Office Box 1659
Etowah, NC 28729
828-891-7022

its large customer base the City has financial advantages to make such improvements, without substantially increasing rates.

- The City plans to provide service under its standard "outside city" sewer rates. These rates exist for numerous Hendersonville sewer customers who reside outside the corporate limits and there will be no special rates for Etowah. The present Etowah sewer rates are a monthly flat rate of \$26.33 for residential service and a base charge of \$26.33 plus \$4.05 per 1000 gallons of water usage for commercial service. The City's "outside" sewer rate is a base charge of \$9.45 plus \$6.93 per 1000 gallons of water usage for both residential and commercial customers. As an example, a family of four (4) uses an average of 4,000 gallons per month, and the City's current sewer charge would be \$37.17. We encourage you to look at your past water bills to determine your average water usage.

We thank you for the opportunity to serve you over the years and are confident that you will continue to have excellent customer service while experiencing many improvements with the City of Hendersonville.

Sincerely,



Kevin Griffin, President
Etowah Sewer Company

APPENDIX A

The property to be conveyed, aside from accounts payable as provided in the Agreement, is all tangible property, whether real, personal, fixtures, or some combination thereof, and including specifically at least the following:

1. Gravity sewer collection system, including manholes, mainline sewer piping, sewer laterals from mainline pipe to right-of-way, cleanouts
2. Pump stations (wet wells, valve vaults, controls, generators, other ancillary equipment), force mains, air releases.
3. Wastewater treatment plant, outfall.
4. NPDES wastewater discharge permit for existing plant as well as for the expanded capacity (0.5 mgd).
5. Sanitary sewer collection system permit as well as any other permits associated with the installation, operation and maintenance of the sanitary sewer system.
6. All parcels affiliated with the sanitary sewer system (WWTP, pump stations).
7. All easements affiliated with the sanitary sewer system including any access agreements.
8. Copies of all NCDOT encroachment agreements, in both paper copy and readily accessible electronic form.
9. All records and any documentation regarding operation and maintenance of the sanitary sewer system (plant records, sampling data, NCDEQ (formerly NCDENR) correspondence, as-built information, cut sheets, and the like).
10. All pumps, controls, equipment and spare parts.
11. All other hardware in the possession, custody and control of the Seller that may be necessary to operate the system conveyed.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: 6/14/2016

Presenter: Tom Wooten

Date of Council Meeting to consider this item: July 7, 2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 14

The Public Works Department has obtained formal bids for the 2016 Resurfacing Project. Bids were opened on June 30, 2016 at 9:00 AM then publicly read to the attendees. The low bidder for the project was _____ and their bid was \$ _____. This bid has been reviewed for accuracy and completeness and we are requesting approval by City Council.

(Contractor and bid will be announced at the City Council meeting.)

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? Yes No. If no, describe how it will be funded.

Funds are allocated for this project in the budget.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move to award the contract for the 2016 Resurfacing Project to _____ in the amount of \$ _____.

Attachments:

2016 Bid Package.
(a bid summary sheet will be provided at the City Council meeting.)

SPECIFICATIONS

2016 STREET RESURFACING

Hendersonville, NC

City of Hendersonville
Public Works Department
305 Williams Street Hendersonville,
North Carolina 28792 (828) 697-3084
twooten@hvlnc.gov
cfreeman@hvlnc.gov
FAX: (828) 697-3089

**2016 STREET RESURFACING
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INVITATION FOR BIDS

FOR

CITY OF HENDERSONVILLE
2016 STREET RESURFACING
HENDERSONVILLE, NORTH CAROLINA

SCOPE OF WORK

2016 Street Resurfacing includes but is not limited to: mobilization, leveling, overlay, and re-striping as it applies to each street. The contractor will also be responsible for raising or lowering manholes, water valves, and catch basins as required to match proposed finish grade. The contractor shall be responsible for all State and local permits and Call Before You Dig matters. The contractor will provide all necessary traffic control signs, cones, etc. and provide flagmen as needed. The contractor is also responsible for notifying businesses within each work zone of the construction schedule and of any changes to that schedule.

BIDS

Bids for this work will be received by:

Tom Wooten., Public Works Director
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792
Ph: 828-697-3084/ Fax: 828-697-3089

up to **9:00 AM**, on **Thursday, June 30, 2016** and immediately thereafter publicly opened and read aloud in the Operations Center Small Conference room located at 305 Williams Street, Hendersonville, NC. No bids will be accepted after this time.

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

Complete specifications and contract documents may be examined at the following locations:

City of Hendersonville
City Operations Center
305 Williams Street
Hendersonville, NC 28793
(828) 697-3000

Copies of complete plans, specifications and contract documents may be obtained in person at the following location:

City of Hendersonville
City Operations Center
305 Williams Street
Hendersonville, NC 28793
(828) 697-3000

QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification of the plans and specifications must be in writing and mailed or faxed to Tom Wooten, 305 William St Hendersonville, NC 28793, fax (828) 697-3089. No verbal answers will be given. Questions and clarifications will be addressed at the pre-bid meeting.

License Requirements

Contractors are hereby notified that they must have proper license under the NC State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for HIGHWAY CONTRACTOR.

SUBMISSION OF BIDS

Bids shall be made only on the form provided herein with the bid amount properly filled in and all signatures properly executed. Bids shall be submitted in a sealed envelope with the following clearly marked on the outside.

Bid Proposal: Attn: Tom Wooten, Public Works Director

2016 STREET RESURFACING
*(Bid Date) (Contractor) (License
Number)*

A pre-bid conference will be held on Tuesday, June 27rd, 2016 at 9:00 AM in the Operations Center located *at 305 Williams Street, Hendersonville, NC.* Attendance is optional.

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the City for approval or disapproval; such approval or disapproval shall be made by the City prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

INSURANCE PROVISIONS

- A. **Worker's Compensation:** The Contractor agrees during the pendency of any agreement with the City to carry Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a limit of **\$100,000** for each accident, **\$100,000** bodily injury by disease each employee; and **\$500,000** bodily injury by disease, policy limit.
- B. **Commercial General Liability:** The Contractor agrees during the pendency of any agreement with the City to carry Commercial General Liability Insurance. Coverage shall have minimum limits of **\$1,000,000** general aggregate, products/completed operations aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, broad form property damage, XCU coverage and contractual liability. The coverage shall be written on an occurrence basis.
- C. **Business Auto Liability:** The Contractor agrees during the pendency of any agreement with the City to carry Business Auto liability insurance. Coverage shall have a minimum limit of **\$1,000,000** per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts' not less than statutory limits.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen {15} days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

STORAGE OF MATERIALS

The Contractor shall assure proper storage, meeting Federal and State regulations, of all potentially toxic and/or harmful chemicals or materials, to prevent possible access to these materials.

INVOICES FOR PAYMENT

Not later than the fifth day of the month, the contractor shall submit to the owner a request for payment for work done during the previous month. The request shall be in the form Application for Payment contained in these documents. The contractor shall substantiate the request with invoices of vouchers or payrolls or other evidence.

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Tom Wooten., Public Works Director
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792
Ph: 828-697-3084/ Fax: 828-697-3089

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

The Contractor shall be responsible, at the completion of each day's work, to leave the site in a clean workmanlike condition. The Contractor shall keep the site and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the site, and completely prepare the project and site for use by the owner/public.

GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

BID PROPOSAL

The undersigned hereby proposes to furnish all labor, equipment and materials required and to perform all work for the construction of improvements referred to herein as:

**2016 RESURFACING PROJECT
HENDERSONVILLE, NORTH CAROLINA**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

_____, and _____/100 dollars (\$_____)

The undersigned hereby agrees that, upon written acceptance of this Bid Proposal, he will execute a Contract with the Owner and provide any bonds or guarantees and certificates of insurance required by the Contract Documents within ten (10) days of the receipt of the Notice of Award.

The undersigned agrees that, if awarded the Contract, he will commence the work within ten (10) calendar days after the date of receipt of written Notice to Proceed, and that he will complete the work within **60** calendar days thereafter.

The undersigned acknowledges receipt of the following addenda:

Respectfully submitted

Firm Name

Address

By: _____

Attest to:

Secretary
(Corporate Seal)

**2016 STREET RESURFACING
BID SCHEDULE**

| BID ITEM | UNIT | QTY | | UNIT COST | EXTENDED COST |
|---|------|------|--|-----------|---------------|
| E Clairmont from Hwy 25 to park entrance | | | | | |
| Overlay 1.5" surface mix | sy | 385 | | | |
| Tie down drive aprons 2' @ 1" | sy | 35 | | | |
| | | | | | |
| Clairmont from Hwy 25 to Orleans | | | | | |
| Overlay 1.5" surface mix | sy | 1635 | | | |
| Adjust manhole | ea | 2 | | | |
| Adjust water valve | ea | 3 | | | |
| Thermo stop bar | ea | 3 | | | |
| | | | | | |
| Clairmont from Orleans to Meadowbrook | | | | | |
| Overlay 1.5" surface mix | sy | 1425 | | | |
| Overlay 1 surface mix | sy | 450 | | | |
| Stop bar | ea | 3 | | | |
| | | | | | |
| Orleans from Clairmont to Higate | | | | | |
| Overlay 1" surface mix | sy | 635 | | | |
| Adjust manhole | ea | 1 | | | |
| Thermo stop bar | ea | 4 | | | |
| | | | | | |
| Meadowbrook from Hwy 25 to Hwy 25 | | | | | |
| Overlay 1.5" surface mix | sy | 3650 | | | |
| 1" Leveling | sy | 100 | | | |
| Adjust manhole | ea | 4 | | | |
| Thermo stop bar | ea | 4 | | | |
| | | | | | |
| Somerset from Chelsea to Kingsbury | | | | | |
| Overlay 1.5" surface mix | sy | 1350 | | | |
| Adjust manhole | ea | 2 | | | |

| | | | | | |
|---|----|------|--|--|--|
| Thermo stop bar | ea | 3 | | | |
| | | | | | |
| Morris Lane from Hwy 191 to Higate | | | | | |
| Overlay 1.5" surface mix | sy | 1660 | | | |
| 1" Leveling | sy | 100 | | | |
| Adjust water valve | ea | 2 | | | |
| Thermo stop bar | ea | 2 | | | |
| | | | | | |
| Shano from Morris Ln to dead end | | | | | |
| Overlay 1.5" surface mix | sy | 1050 | | | |
| 1" Leveling | sy | 200 | | | |
| Thermo stop bar | ea | 1 | | | |
| | | | | | |
| Arlington from Chelsea to Kingsbury | | | | | |
| Overlay 1.5" surface mix | sy | 1515 | | | |
| Adjust manhole | ea | 2 | | | |
| Tie down drive aprons 2' @ 1" | sy | 40 | | | |
| Thermo stop bar | ea | 2 | | | |
| | | | | | |
| Briarwood form U Ridgewood to Ewbank | | | | | |
| Overlay 1.5" surface mix | sy | 2585 | | | |
| 1' drive aprons | sy | 35 | | | |
| Thermo stop bar | ea | 2 | | | |
| | | | | | |
| U Ridgewood from L Ridgewood to Higate | | | | | |
| Overlay 1.5" surface mix | sy | 3100 | | | |
| 1' drive aprons | sy | 45 | | | |
| Adjust Manhole | ea | 1 | | | |
| Adjust water valve | ea | 1 | | | |
| Thermo stop bars | ea | 5 | | | |

| | | | | | |
|---|----|------|--|--|--|
| | | | | | |
| Sun Vista from Sylvan to Sylvan | | | | | |
| Overlay 1.5" surface mix | sy | 350 | | | |
| Thermo stop bars | ea | 2 | | | |
| | | | | | |
| Buena Vista from Sun Vista to Sylvan | | | | | |
| Overlay 1.5" surface mix | sy | 870 | | | |
| 1' drive aprons | sy | 28 | | | |
| Adjust water valve | ea | 1 | | | |
| Thermo stop bars | ea | 2 | | | |
| | | | | | |
| Alta Vista from Sylvan to Sylvan | | | | | |
| Overlay 1.5" surface mix | sy | 1000 | | | |
| 1' drive aprons | sy | 28 | | | |
| Thermo stop bars | ea | 2 | | | |
| | | | | | |
| Justice from Sylvan to Haywood | | | | | |
| Overlay 1.5" surface mix | sy | 1575 | | | |
| Adjust manhole | ea | 4 | | | |
| Adjust water valve | ea | 1 | | | |
| Thermo double yellow | lf | 590 | | | |
| Thermo crosswalk | ea | 1 | | | |
| Thermo stop bar | ea | 1 | | | |
| | | | | | |
| Shipp from Justice to end maintenance | | | | | |
| Overlay 1.5" surface mix | sy | 585 | | | |
| 1' drive aprons | sy | 15 | | | |
| Thermo stop bar | ea | 1 | | | |
| | | | | | |
| Flanders from G-ville Hwy to Garden Ln | | | | | |
| Overlay 1.5" surface mix | sy | 1070 | | | |

| | | | | | |
|--|----|------|--|--|--|
| Adjust manhole | ea | 2 | | | |
| Thermo stop bar | ea | 2 | | | |
| | | | | | |
| Chadwick from G-ville Hwy to Spart. Hwy | | | | | |
| Overlay 1.5" surface mix | sy | 2800 | | | |
| 1' drive aprons | sy | 45 | | | |
| Adjust manhole | ea | 1 | | | |
| Adjust water valve | ea | 3 | | | |
| Thermo double yellow | lf | 1385 | | | |
| Thermo crosswalk | ea | 1 | | | |
| Thermo stop bar | ea | 2 | | | |
| | | | | | |
| Hillview from S Grove to Nelson | | | | | |
| Overlay 1.5" surface mix | sy | 2535 | | | |
| 1' drive aprons | sy | 45 | | | |
| Adjust water valve | ea | 3 | | | |
| Adjust manhole | ea | 1 | | | |
| Thermo stop bar | ea | 1 | | | |
| | | | | | |
| Shady Ln from Hillview to dead end | | | | | |
| Overlay 1.5" surface mix | sy | 810 | | | |
| Adjust manhole | ea | 2 | | | |
| Thermo stop bar | ea | 1 | | | |
| | | | | | |
| Nelson from Hillview to Spart. Hwy | | | | | |
| Overlay 1.5" surface mix | sy | 735 | | | |
| Adjust manhole | ea | 1 | | | |
| Thermo stop bar | ea | 2 | | | |
| Thermo crosswalk | ea | 1 | | | |
| | | | | | |
| Narva between Chadwick and Balsam | | | | | |

| | | | | | |
|---|----|------|--|--|--|
| Overlay 1.5" surface mix | sy | 1800 | | | |
| 1" Leveling course | sy | 150 | | | |
| Adjust water valve | ea | 2 | | | |
| Adjust manhole | ea | 2 | | | |
| Thermo stop bar | ea | 2 | | | |
| | | | | | |
| W. Lake between Wells and Armstrong | | | | | |
| Overlay 1.5" surface mix | sy | 6100 | | | |
| 1" Leveling Course | sy | 250 | | | |
| Adjust water valve | ea | 2 | | | |
| Adjust manhole | ea | 14 | | | |
| Thermo double yellow | lf | 3050 | | | |
| Thermo stop bar | ea | 4 | | | |
| | | | | | |
| Wells from Hebron to Dead End | | | | | |
| Overlay 1.5" surface mix | sy | 580 | | | |
| 1" Leveling course | sy | 150 | | | |
| Adjust water valve | ea | 1 | | | |
| Adjust manhole | ea | 1 | | | |
| Thermo stop bar | ea | 1 | | | |
| | | | | | |
| Greenbriar Oval from Hebron around loop | | | | | |
| Overlay 1.5" surface mix | sy | 1875 | | | |
| Adjust manhole | ea | 1 | | | |
| Thermo stop bar | ea | 1 | | | |
| Thermo crosswalk | ea | 1 | | | |
| | | | | | |
| Pinebrook Circle from Hebron around loop | | | | | |
| Overlay 1.5" surface mix | sy | 5160 | | | |
| Adjust water valve | ea | 1 | | | |
| Adjust manhole | ea | 5 | | | |
| Thermo stop bar | ea | 1 | | | |
| | | | | | |

AGREEMENT

This Agreement made and entered into this _____ day of _____ 2016 by and between the City of Hendersonville, party of the first part, hereinafter designated as the owner, and _____, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto, for the considerations contained herein, hereby mutually agree as follows:

ARTICLE I:

Under this Agreement and Contract, the Contractor shall construct the project entitled:

2016 Street Resurfacing

HENDERSONVILLE, NORTH CAROLINA

ARTICLE II:

In consideration of the payments to be made as hereinafter provided, the Contractor agrees, at his sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete and to complete in good, substantial, workmanlike and approved manner, the work named under Article I hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the Owner made in accordance with this contract.

ARTICLE III:

The owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment, and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the execution of the work and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

The Owner shall pay to the contractor for the performance of the contract the amounts determined for the total number of each of the units of work in the attached Bid Proposal. The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

ARTICLE IV:

The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract Documents, or Contract: Bid; Agreement; general Conditions; Summary of Work and all interpretations of or addenda to the Contract Documents issued by the Owner, or his representative.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

ARTICLE V:

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The work shall be completed within 60 calendar days after the date of such notice and with such extensions of time as are provided for in the contract.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder as ESSENTIAL CONDITIONS of this Contract. The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion of the work described herein in a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and-certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.

ARTICLE VI:

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this contract, according to the true intent and meaning thereof, then the owner may make use of all remedies provided in that behalf in the contract and shall have the right and power to proceed in accordance with the provisions thereof.

The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

This instrument has been pre-audited in the manner required by the local government fiscal control act.

Finance Director

**CITY OF HENDERSONVILLE
OWNER**

(Seal)

Attest: _____

BY: _____

Title: Public Works Director

(Seal)

By: _____

Title: _____

Contractor

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity contracting with City hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer understands and agrees to ensure compliance with E-Verify by any subcontractors hired by Employer provided such subcontractors employ 25 or more employees in this State.

This ____ day of _____, 2016.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Hendersonville

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 2016.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)
|||
16

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

The undersigned hereby certifies that the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not

ATTACH INSURANCE CERTIFICATES

NOTICE TO PROCEED

TO: _____

Date: _____

Project: **2016 STREET RESURFACING**
 HENDERSONVILLE, NORTH CAROLINA

You are hereby notified to commence work in accordance with the Contract dated _____ 2016 on or before _____ 2016. The date of completion of all Work is _____ 2016

CITY OF HENDERSONVILLE

By: _____

ACCEPTANCE OF NOTICE (Return signed original to: City of Hendersonville, Public Works Director)

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the ____ day of _____, 2016.

Contractor: _____

By: _____

Title: _____

CONTRACT CHANGE ORDER

Project: **2016 Street Resurfacing**
HENDERSONVILLE, NORTH CAROLINA

Owner: CITY OF HENDERSONVILLE
145 5th Ave East
Hendersonville, N.C. 28793

To:

Per the North Carolina State Construction Manual the contract is changed as follows:

The original **Contract Sum** was \$ _____
The net change by previously authorized Change Orders \$ _____
The **Contract Sum** prior to this Change Order was \$ _____
The **Contract Sum** will be increased by this Change Order in the amount of \$ _____ The new
Contract Sum including this Change Order will be \$ _____
The Contract Time will be increased by () Days
The date of Substantial Completion as of the date of this Change Order therefore is _____ .

Purpose of WORK CHANGE ORDER DIRECTIVE:

Attachments:

Approved By Owner:

Receipt Acknowledged By Contractor:

BY: _____

BY: _____

TITLE: Director, Public Works

TITLE: _____

DATE: _____

DATE: _____

APPLICATION FOR PAYMENT

APPLICATION #

Date:

Project: **2016 Street Resurfacing**
HENDERSONVILLE, NORTH CAROLINA

ENGINEER: City of Hendersonville, Hendersonville, North Carolina

CONTRACTOR:

| | | |
|-----------------|--------------------------------|----|
| SUMMARY: | TOTAL WORK COMPLETED TO DATE | \$ |
| | TOTAL MATERIALS STORED ON SITE | \$ |
| | TOTAL EARNED THIS APPLICATION | \$ |
| | LESS PREVIOUS PAYMENTS | \$ |
| | CURRENT PAYMENT DUE | \$ |

APPLICATION:

CONTRACTOR:

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| Name | Title | Date |

VERIFICATION:

CONSTRUCTION INSPECTOR: City of Hendersonville

IN ACCORDANCE WITH THE CONTRACT AND THIS APPLICATION FOR PAYMENT, THE CONTRACTOR HAS COMPLETED THE WORK STATED ABOVE AND IS ENTITLED THE FULL PAYMENT IN THE AMOUNT SHOWN.

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| Name | Title | Date |

APPROVAL:

OWNER: City of Hendersonville
THIS APPLICATION IS HEREBY APPROVED FOR PAYMENT:

| | | |
|-------|----------------------------------|-------|
| _____ | <u>Director of Public Works,</u> | _____ |
| Name | Title | Date |

SECTION 01500 - SPECIAL CONDITIONS

01500.1 LIMITS OF CONSTRUCTION

The Contractor shall confine all operations and personnel to the limits of construction as designated by the City. There shall be no disturbance whatsoever of any areas outside the limits of construction.

01500.2 CLEANLINESS

The Contractor shall maintain the work and project grounds free from rubbish, debris and waste materials during all phases of the work.

Immediately upon completion of the work but prior to final acceptance, the Contractor shall remove all rubbish, debris, temporary structures, equipment, excess or waste materials and shall leave the work and project grounds in a neat and orderly condition that is satisfactory to the Owner.

01500.5 EQUIPMENT AND MATERIAL STORAGE

The Contractor shall plan his activities so that all materials and equipment can be stored within the limits of construction or in areas provided by the Owner.

01500.6 CONTROL OF EROSION, SILTATION AND POLLUTION

- A. The Contractor shall take whatever measures necessary to minimize soil erosion and siltation, water and air pollution caused by his operations. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control.

The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.

- B. The Contractor shall control dust throughout the life of the project within the project area and at all other areas affected by the construction of the project, including, but not specifically limited to, access roads, disposal sites, borrow and material pits, and production sites. Dust control shall not be considered effective where the amount of dust creates a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property.

01500.7 TRAFFIC CONTROL

The Contractor shall provide, erect, and maintain all necessary devices to control traffic and protect the public, the work and workers. All traffic control shall be provided as established in The Manual of Uniform Traffic Control Devices and any and all supplements of the North Carolina Department of Transportation.

In special cases, additional traffic control may be required as directed by the Owner or by the North Carolina Department of Transportation, and a Change Order will be issued.

SOIL MATERIALS

Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials M145, soil classification Groups A-1, A-2-4, A-2-5, and A-3.

Unsatisfactory soil materials are those defined in AASHTO M145, soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7: also peat and other highly organic soils.

ASPHALT MATERIALS

Bituminous Surface Treatment (BST): Surface treatment consisting of a thin layer of aggregate cemented together with an asphalt (bituminous) material. A single bituminous surface treatment consists of an application of bituminous material on a prepared surface followed immediately by a single layer of cover aggregate. Chip Seal is a commonly used term for the same process. Split seal is a commonly used term that consists of two layers of the bituminous surface treatment.

Asphalt Surface Treatment: Asphalt surface treatment shall be in accordance with Type S 9.5B. Asphalt shall be a NCDOT approved mix and shall be installed to conform to the standard requirements of NCDOT.

PAVEMENT MARKINGS

Thermoplastic: All pavement markings including traffic control, stop bars, fire lanes, crosswalks, etc. shall be made with reflectorized thermoplastic striping with a minimum thickness in accordance with NCDOT Standard Specifications for Roads & Structures. All markings shall be 120 mil thick with the exception of symbols which shall be 90 mil thick.

CONCRETE MATERIALS

Sidewalks: Sidewalks shall be constructed using the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville and shall be constructed using 4000 psi concrete.

Curb and Gutter: Curb and gutter that has been removed shall be reinstalled to the same dimensions as the existing curb and gutter that surrounds it. Curb and gutter shall be constructed of 4000 psi concrete and shall be constructed using the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville.

Valley Gutter: Valley gutter shall be installed in accordance with the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville. Valley gutter may be used as drive entrances as specified by the City and shall be constructed using 4000 psi concrete.

Drive Aprons: Aprons shall be installed using 4000 psi and in accordance with the Standard Specifications and Details for Construction" set forth by the City of Hendersonville.

ADJUSTMENT OF CATCH BASINS. MANHOLES. DROP INLETS. METER BOXES. AND VALVE BOXES

MANHOLES. METER BOXES. AND VALVE BOXES: Shall be adjusted by the contractor and reset to within +/- one quarter inch (1/4") of the finished asphalt grade, and following the crown of the street surface. All adjustments of manholes shall be water tight. Construction requirements shall be in compliance with NCDOT Standard Specifications Section 858-3. Final adjustment may take place before or after finish surface is applied. If adjustment is done after the finish surface has been applied, the pavement shall be neatly cut around the structure only large enough to complete the adjustment. Plant mix of Type S 9.5B shall be used to patch the cut.

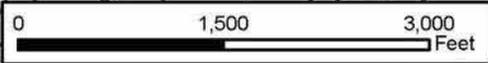
GRADING

Finished Grading - Lawn Areas: After the finish-grade has been prepared, available on-site topsoil shall be spread in a uniform manner over areas that require it. Topsoil that is in a frozen or muddy condition shall not be used. If suitable topsoil is not available on-site, the Contractor is responsible for supplying topsoil if it is determined that the existing soil conditions are unsuitable for establishing an acceptable lawn. Reseeding shall be complete using a fescue type seed or blend with straw mulch.

2016 Proposed Street Resurfacing



2016 Street Resurfacing
 Total = 4.45 miles
 Major Roads
 Streets
 City Limits





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Chief Herbert Blake / Chief Joe Vindigni **Department:** Police

Date Submitted: 06/22/2016

Presenter: Lt. Tracey Cox

Date of Council Meeting to consider this item: 07/07/2016

Nature of Item: Council Action

Summary of Information/Request:

Item # 15

The County Emergency Services, including Sheriff, EMS, Rescue, and Fire, are in the process of moving to a digital trunked radio system. The new County system would cause some issues for both Police and Fire.

1) Police would not be able to scan any of the County agencies, or City Fire. The inability to scan between agencies is a major issue. Police and City Fire could not routinely scan each other frequencies. On major incidents, this would mean we could only hear each other if we switched to the others frequency. Additionally, the Police, Laurel Park Police, and the Sheriff's department routinely scan each other's frequency, especially at night. This is primarily for backup purposes.

2) City Fire needs to have an operational channel on the County system, since all of their mutual aid departments would be on the new system. Trying to switch between the new system and old system would be very difficult for departments responding to a City fire.

To join the system, (and to replace an existing repeater that will be kept as a backup) the cost of the equipment and installation is \$126k. \$8k was already budgeted for the repeater replacement, bringing the amount needed to down to \$118k. Additionally, the yearly maintenance would be \$10k for year one, then divided equally between departments based on actual use.

Budget Impact: \$127,234 _____ **Is this expenditure approved in the current fiscal year budget?** No _____ **If no, describe how it will be funded.**

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move the Council to approve the Police and Fire request to fund moving to the new County radio system.

I move to approve the attached budget amendment.

Attachments:

Justification Letter
Quote
Budget
Amendment

CITY COUNCIL:
BARBARA G. VOLK
Mayor
STEVE CARAKER
Mayor Pro Tem
RON STEPHENS
JERRY A. SMITH, JR.
JEFF MILLER

CITY OF HENDERSONVILLE

The City of Four Seasons

POLICE DEPARTMENT
Herbert Blake, Chief of Police

OFFICERS:
JOHN F. CONNET
City Manager
SAMUEL H. FRITSCHNER
City Attorney
TAMMIE K. DRAKE
City Clerk

MEMORANDUM

Date: June 22, 2016

To: John Connet, City Manager

From: Herbert Blake, Chief of Police / Joe Vindigni, Fire Chief

Ref: Radio System Proposal

The County Emergency Services, including Sheriff, EMS, Rescue, and Fire, are in the process of moving to a digital trunked radio system. This system was funded through a grant obtained by the Henderson County Emergency Management.

During the last few weeks we have learned that the new County system would cause some issues for both Police and Fire. 1) Police would not be able to scan any of the County agencies, or City Fire, due to the Police being on one type of system while the County would be on another. The inability to scan between agencies is a major issue. Police and City Fire could not routinely scan each other frequencies. On major incidents, this would mean we could only hear each other if we switched to the others frequency. Additionally, the Police, Laurel Park Police, and the Sheriff's department routinely scan each other's frequency, especially at night. This is primarily for backup purposes. 2) City Fire needs to have an operational channel on the County system, since all of their mutual aid departments would be on the new system. Trying to switch between the new system and old system would be very difficult for departments responding to a City fire. The County is charging all fire departments, not just City, to have their own operational channels.

We have approached the County to propose that City Police and Fire join the system. They have agreed to this if we buy some additional infrastructure equipment to improve the overall capacity of the new system, and if we shared in the cost of yearly maintenance. There would also be some base station equipment needed, and a repeater needs replaced on the old system as a backup.

The total cost of the equipment and installation is just under \$126k. \$8k was already budgeted for the repeater replacement, bringing the cost down to \$118k.

Additionally, the yearly maintenance would be \$10k for year one. Then the following year the County will charge each department / agency a fee based on that departments actual use of the system. This would be determined by detailed reporting that would show number and length of radio transmissions.

Because of the concerns listed above, we feel that the appropriate action would be to join the County system, and we request consideration for funding at the July 7 council meeting.

Kimball Communications, Inc.

Hendersonville, N.C. 28792

Tel 828.697.6232

qbe@kc2w.com

Estimate

| DATE | ESTIMATE... |
|-----------|-------------|
| 5/19/2016 | 5090 |

| NAME / ADDRESS |
|----------------|
|----------------|

| |
|---|
| Hendersonville Police Dept 145 5th Avenue East Hendersonville, NC 28792 Attn: Tracey Cox |
|---|

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|--------------|---|-----|----------|------------|
| NXR-700K- | For 1 channel at 2 sites. 136-174 5W NEXTEdge Repeater Multi-Mode, 5 Watt max | 2 | 4,480.00 | 8,960.00T |
| Part Level 5 | RF power Continuous duty Amplifier | 2 | 2,021.50 | 4,043.00T |
| Part Level 5 | KSGPS500100 100A N+1 Power Supply | 2 | 765.00 | 1,530.00T |
| KSGMRCK7 | 7FT open frame rack | 2 | 750.00 | 1,500.00T |
| KSGPG91800 | Nexedge single-site trunk option | 2 | 1,260.00 | 2,520.00T |
| Part Level 6 | networking level interface | 2 | 1,425.00 | 2,850.00T |
| Part Level 6 | Combining(estimate based upon actual frequencies) | 2 | 6,500.00 | 13,000.00T |
| Part Level 6 | Remote monitor interface parts required | 1 | 1,865.00 | 1,865.00T |
| License Fee | FCC, PCIA, LAO Filing Fees | 1 | 9,500.00 | 9,500.00 |
| Labor | Labor on installation of channels into system and reprogramming | 1 | 9,356.00 | 9,356.00T |
| | Subtotal of Items listed above >> | | | 55,124.00 |
| | NC Sales Tax | | 6.75% | 3,079.62 |

| | |
|--------------|--------------------|
| TOTAL | \$58,203.62 |
|--------------|--------------------|

Kimball Communications, Inc.

Hendersonville, N.C. 28792

Tel 828.697.6232

qbe@kc2w.com

Estimate

| DATE | ESTIMATE... |
|-----------|-------------|
| 6/22/2016 | 5134 |

| NAME / ADDRESS |
|----------------|
|----------------|

| |
|---|
| Hendersonville Police Dept 145 5th Avenue East Hendersonville, NC 28792 Attn: Tracey Cox |
|---|

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|-----------------|---|-----|--------|-----------|
| NX-700HK-478032 | 136-174 MHz 50W, 512 CH/128 ZONE | 6 | 660.00 | 3,960.00T |
| | SAMLEX rack mounted power supply with meters and battery backup. 105-125 VAC in, 13.8 VDC out. 100A cont., 115A intermittent. Has N+1 redundancy. | 1 | 684.00 | 684.00T |
| HVL City Labor | Customer has contract labor pricing. | 20 | 55.00 | 1,100.00T |
| | Subtotal of Items listed above >> | | | 5,744.00 |
| | ***This is only an estimate and does not include parts used at time of installation*** | | | |
| | NC Sales Tax | | 6.75% | 387.72 |

| | | |
|--|--------------|------------|
| | TOTAL | \$6,131.72 |
|--|--------------|------------|

Kimball Communications, Inc.

Hendersonville, N.C. 28792

Tel 828.697.6232

qbe@kc2w.com

Estimate

| DATE | ESTIMATE... |
|----------|-------------|
| 6/9/2016 | 5114 |

| NAME / ADDRESS |
|--|
| Hendersonville Fire Department 145 5th Avenue East Hendersonville, N. C. 28792 |

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|--------------|--|-----|----------|------------|
| NXR-700K- | For 1 channel at 2 sites. 136-174 5W NEXTEEDGE Repeater Multi-Mode, 5 Watt max | 2 | 4,480.00 | 8,960.00T |
| Part Level 5 | RF power Continous duty Amplifier | 2 | 2,021.50 | 4,043.00T |
| Part Level 5 | KSGPS500100 100A N+1 Power Supply | 2 | 765.00 | 1,530.00T |
| KSGMRCK7 | 7FT open frame rack | 2 | 750.00 | 1,500.00T |
| KSGPG91800 | Nexedge single-site trunk option | 2 | 1,260.00 | 2,520.00T |
| Part Level 6 | networking level interface | 2 | 1,425.00 | 2,850.00T |
| Part Level 6 | Combining(estimate based upon actual frequecies) | 2 | 6,500.00 | 13,000.00T |
| Part Level 6 | Remote monitor interface parts required | 1 | 1,865.00 | 1,865.00T |
| License Fee | FCC, PCIA,LAO Filing Fees | 1 | 9,500.00 | 9,500.00 |
| Labor | Labor on installation of channels into system and reprogramming | 1 | 9,356.00 | 9,356.00T |
| | Subtotal of Items listed above >> | | | 55,124.00 |
| | 2 Dual Head Dual deck radios. | | | |
| NX-5700BK | NX-5700 **RF Deck Only** VHF (136-174MHz) 50Watts | 4 | 582.00 | 2,328.00T |
| 5FFMM-MR | Dual Deck Dual Head Dual Speaker Remote Mount | 2 | 1,311.60 | 2,623.20T |
| KES-5- | Speaker, external 40 watts | 4 | 61.25 | 245.00T |
| NX-700HK- | 136-174 MHz 50W, 512 CH/128 ZONE | 2 | 660.00 | 1,320.00T |
| Labor | Labor on Installing Dual Head Dual Deck radios and replacing radios in trucks that are not digital. | 12 | 75.00 | 900.00T |
| | Subtotal of Items listed above >> | | | 7,416.20 |

| | |
|--|--------------|
| | TOTAL |
|--|--------------|

Kimball Communications, Inc.

Hendersonville, N.C. 28792

Tel 828.697.6232

qbe@kc2w.com

Estimate

| DATE | ESTIMATE... |
|----------|-------------|
| 6/9/2016 | 5114 |

| |
|----------------|
| NAME / ADDRESS |
|----------------|

| |
|--|
| Hendersonville Fire Department 145 5th Avenue East Hendersonville, N. C. 28792 |
|--|

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|-----------------|---|-----|-----------|-----------|
| NXR-5700K | Replace Pardee Repeater Location Repeater, Digital, VHF, 136-174MHz, 25W, 0.5ppm TCXO built-in. List price \$5,333.00 | 1 | 3,800.00 | 3,800.00T |
| P11-2EA1-C5-001 | 2.5-5W Input to 80-100 Watt VHF RF Amplifier | 1 | 1,500.00 | 1,500.00T |
| Part Level 5 | VHF 4 element dipole antenna omni | 1 | 1,300.00 | 1,300.00T |
| LMR-400/Jelly | (#44370) LMR-400 coax filled with Jelly | 50 | 1.30 | 65.00T |
| 22050 | N male LMR-400 solder crimp connector | 4 | 8.00 | 32.00T |
| Part Level 4 | Time Microwave lightning protector | 2 | 89.00 | 178.00T |
| Labor | Labor on installation | 6 | 75.00 | 450.00T |
| | Subtotal of Items listed above >>Replacement Pardee Repeater | | | 7,325.00 |
| Discount PayM | Discount given if estimate is purchased in conjunction with Est #5090 | | -5,000.00 | -5,000.00 |
| | NC Sales Tax | | 6.75% | 4,074.65 |

| | | |
|--|--------------|-------------|
| | TOTAL | \$68,939.85 |
|--|--------------|-------------|



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/30/2016

Presenter:

Date of Council Meeting to consider this item: 7/7/2016

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 16

The Staff from the School of Government will synthesize and share summary takeaways from the small group meetings regarding guiding public interests for the project.

Budget Impact: \$ NA Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

NA

Attachments:

NA



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 06/28/16

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 07/07/16

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 18b

In accordance with State Statute 159-13 (b) (3) it is required that all expenditures resulting from a contingency appropriation budget adjustment be reported to the governing board at its next regular meeting and recorded in the minutes. Every month you will receive a staff report detailing the contingency appropriations made from the two months priors last Wednesday to the prior month's last Wednesday. For example for a December meeting you will receive a report of all contingencies appropriated from the last Wednesday in October to the last Wednesday in November.

The following contingency appropriations were made:

- 1) Fund 440 | \$36,000 | For Construction Expenses for Glenbrook Gravity Sewer Project
- 2) Fund 430 | \$75,000 | Design Costs for Etowah Water Project

Budget Impact: \$0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 06.21.16

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 07.07.16

Nature of Item: Council Action

Summary of Information/Request:

Item # 19

APPOINTMENTS

DOWNTOWN ADVISORY COMMITTEE: Mr. Scott Moore has resigned his position on the DAC leaving a vacancy, and two members terms, Michelle Sparks and Michael Hall, will expire 08-01-16. Mr. Hall has indicated that he does not wish to continue serving. Ms. Sparks would like to be reappointed. We have applications on file from Ashley Pirsig, Lori Dorsey and Ian Edwards (currently serving on the ESB).

BOARD OF ADJUSTMENT: The terms of Melinda Lowrance, Barbara McCoy and Perry Mace will expire 08-01-16. All three members would like to be reappointed.

ENVIRONMENT SUSTAINAILITY BOARD: Mr. Gray Jernigan has submitted his application to serve on the ESB. He is a City resident.

ANNOUNCEMENTS: There are vacancies on: BOARD OF ADJUSTMENT (alternate position) and the HISTORIC PRESERVATION COMMISSION.

Budget Impact: \$ n/a Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I nominated ... to serve on the Board of Adjustment

Attachments:

board membership lists