

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

JUNE 4, 2015 – 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:**
 - May 7, 2015 Regular Meeting
 - May 8, 2015 Special Meeting – Budget Review
 - B. **Consideration of Policy for Prequalification of Bidders for Construction Projects**
 - C. **Consideration of Authorizing the City Manager to Award the Contract for the Construction of the Jackson Park and Shepherd Creek Sewer Paving Project to Southeastern Asphalt**
 - D. **Consideration of Special Event Permits for:**
 - i. **Ecusta Trail Fun Fair**
 - ii. **Mountain Brew Fest**
 - E. **Consideration of Authorizing the City Manager to Purchase Property on Armstrong Avenue**
 - F. **Consideration of Authorizing the City Manager to Purchase Property on Ashe Street**
 - G. **Consideration of Contract with Carland and Andersen, Inc. for the Annual Audit of Financial Statements for fiscal year ending June 30, 2015**

H. Consideration of Budget Amendments:

- i. Downtown Fund
- ii. Personnel Line Items

I. Consideration of a Resolution Amending Portions of Articles IX and X of the Personnel Policy Respecting Dismissal Procedure

J. Consideration of a Proclamation for “Pollinator Week”

K. Considerations of Findings of Fact and Conclusions of Law for:

- i. Cedar Terrace Special Use Permit
- ii. Ingles #77

L. Consideration of a Resolution to Adopt the City Of Hendersonville Unassigned Fund Balance Policy

M. Consideration of an Agreement with Kimley Horn for a Circulation Study of the Ninth Avenue West Neighborhood

6. **Public Hearing –Consideration of an Ordinance Adopting the Budget, Capital Improvement Plan and Fee Schedule for Fiscal Year 2014-15**

Presenter: City Manager John Connet

A. Consideration of Capital Project Ordinance and Associated Budget Amendment for the Acquisition, Construction and Installation of the Etowah Area Water System Improvements Project (FY 2014-15)

B. Consideration of Capital Project Ordinances Eight Water and Sewer Fund Projects and One General Fund Project: Tracey Grove Road Bridge Replacement (FY 2015-16)

7. **Quasi-Judicial Public Hearing – Consideration of an Application from Ingles Markets to Modify a Previously Approved Amended Special Use Permit for the Property Located at 1980 Asheville Highway to Add a 4-pump Gas Express and to Reconfigure the Parking and Add a Right-in Driveway Located at the Southwestern Corner of the Property**

Presenter: Planning Director Sue Anderson

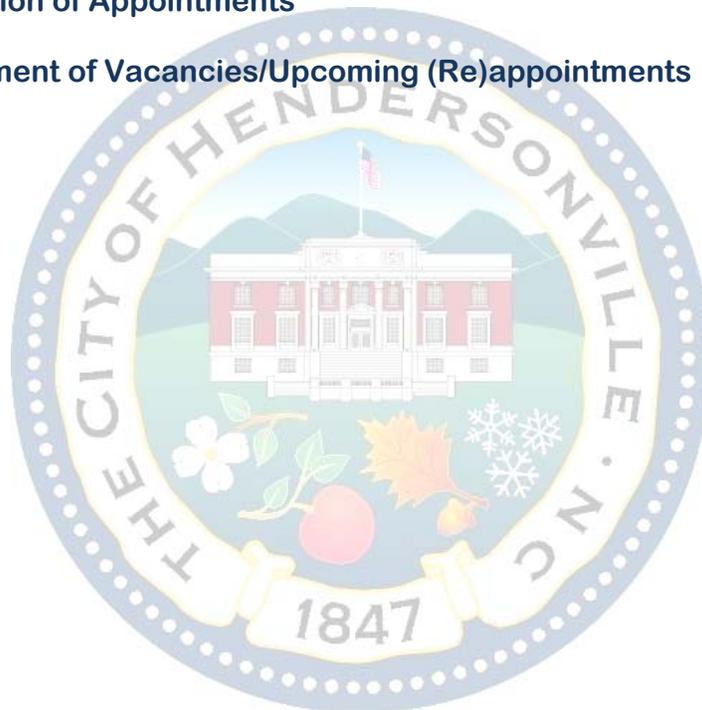
8. **Quasi-Judicial Public Hearing – Consideration of an Application to Amend and Special Use Permit to Replace an Existing 100-foot Lattice-type Telecommunication Tower with a 150-foot Monopole Telecommunication Tower at 427 Armstrong Avenue**

Presenter: Planning Director Sue Anderson

9. **Public Hearing – Consideration of the Adoption of a Resolution to Expand the Seventh Avenue Municipal Service District**

Presenter: City Manager John Connet

10. **Public Hearing – Consideration of an Application from the City of Hendersonville for an Amendment of Zoning Ordinance Article VII Development Review** *(continued from the May 7, 2015 Council Meeting)*
Presenter: Planning Director Sue Anderson
11. **Presentation and Discussion of Stormwater Issues and Repairs on Private Property**
Presenter: City Manager John Connet
12. **Comments from Mayor and City Council Members**
13. **Reports from Staff**
14. **Boards and Commissions**
Presenter: City Clerk Tammie Drake
 - a. Consideration of Appointments
 - b. Announcement of Vacancies/Upcoming (Re)appointments
15. **New Business**
16. **Adjournment**





CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 5/26/15

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 6/4/15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

Since 1995, local governments have had express statutory authorization to prequalify bidders for public construction contracts under G.S. 143-135.8. The City of Hendersonville has historically prequalified bidders for projects such as Main Street Infrastructure Projects Phases 2 and 3 and the Jackson Park and Wolfpen Sewer Interceptor Projects. Signed into law on June 30, 2014, S.L. 2014-42 (H1043), amends G.S. 143-135.8 by establishing specific procedural requirements for when and how local governments may prequalify construction contractors to bid on construction and repair. The focus of these new requirements is to ensure that a prequalification process is conducted transparently using criteria that relate to the specific project being bid and which are applied objectively and fairly to all bidders. Prequalification may be used only when all of the following conditions in the new G.S. 143-135.8(b) are met:

1. The local government is using one of the construction methods authorized in G.S. 143 128(a1)(1) through G.S. 143 128 (a1)(3)(single-prime, separate-prime or dual bidding).
2. The governing body adopts an objective prequalification policy applicable to all construction or repair work; the policy must be adopted prior to advertising the contract for which the governmental entity intends to prequalify bidders.
3. The local government adopts the assessment tool and criteria for that specific project, which must include the prequalification scoring values and minimum required score for prequalification on that project.

This item serves as a request for the City Council to adopt a Policy for Prequalification of Bidders for Construction Projects.

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

N/A

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

I hereby move to adopt the City of Hendersonville Policy for Prequalification of Bidders for Construction Projects.

Attachments:

City of Hendersonville - Policy for Prequalification of Bidders for Construction Projects

City of Hendersonville
Policy for Prequalification of Bidders for Construction Projects
May 26, 2015

A. General

1. The purpose of this prequalification process is to impartially evaluate a contractor, and to properly determine by its responsible business practices, work experience, manpower, and equipment that it is qualified to bid on a construction project. The City of Hendersonville (City) is establishing a Policy for Prequalification of Bidders for Construction Projects as required by SESSION LAW 2014-42, HOUSE BILL 1043. In accordance with this bill the governing body of the governmental entity shall adopt an objective prequalification policy applicable to all construction or repair projects prior to the advertisement of the contract for which the governmental entity intends to prequalify bidders. In addition, the governmental entity must adopt an assessment tool and criteria for that specific project. The assessment tool and criteria must include pre-qualification scoring values and minimum required score for pre-qualification.
2. The Bid Agent shall be responsible for prequalifying individual contractors to bid on construction projects when the City believes prequalification is preferred. Prequalification is limited to construction or repair projects (regardless of cost) that are bid under the single-prime, separate-prime (multi-prime), or dual bidding methods. A bidder shall be deemed nonresponsive if it submits a bid on a construction project subject to prequalification for which it has not been accepted for prequalification in accordance with this policy.
3. Notwithstanding the fact that a contractor was prequalified, the City reserves the right to reject a contractor's bid if it is determined that the contractor has not submitted the lowest responsible and responsive bid. The prequalification of the contractor shall not preclude the City from subsequently concluding that the contractor is not a responsible bidder pursuant to G.S. 143-129. The prequalification of a contract for a project shall only apply to the individual project. All construction and repair contracts shall be awarded to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

B. Definitions

1. Bid Agent – Person assigned the responsibility to prepare the request for qualification, bid, and contract documents, advertise bids and proposals, and open bids for contracts under the direction of the Project Manager. The Bid Agent may be a professional services consultant retained by the City under an approved contract, a City engineer or designee, or a department head responsible for the project.
2. Project Manager – Employee of the department responsible for a construction, repair, or purchasing project requiring a contract who shall be assigned the responsibility for managing the project and representing the department in matters relating to the project.
3. Prequalification - A process of evaluating and determining whether potential bidders have the skill, judgment, integrity, sufficient financial resources, and ability necessary to the faithful performance of a contract for construction or repair work.

City of Hendersonville
Policy for Prequalification of Bidders for Construction Projects
May 26, 2015

C. Prequalification Process

1. Each prospective bidder on contracts identified for prequalification by the Bid Agent shall submit an application on the approved prequalification application form in order to become prequalified.
2. The approved prequalification application form will require information to be provided on the ownership of the firm, experience of firm's personnel, any affiliations with other construction firms, bonding capacity, financial resources, the type of work performed by the firm, and other objective criteria rationally related to the particular contract to be awarded.
3. The Bid Agent shall ensure that applications prepared for the projects comply with this policy and State law. The application is to be submitted by the deadline established in the notice of prequalification. The act of submitting the application does not permit the firm to submit a bid. Incomplete applications will be rejected or returned for further detail or correction in the sole discretion of the City.

D. Application

1. The prequalification application form, assessment tool and criteria scoring system shall be developed and adopted by the City Manager or designee for each specific project. The assessment tool will include the prequalification scoring values and minimum required score for prequalification on that project. The application shall, at a minimum, address the following items:
 - a. Organizational Structure – The firm shall provide a list of all owners, officers, partners, or individuals authorized to represent or conduct business for or sign legal documents for the firm. This list must include the full legal name, typed or printed in a clear legible form. Firms experiencing changes in ownership, organizational structure, or material changes in assets must inform the Bid Agent prior to the award of a contract. Failure of the firm to comply with this requirement may result in the termination of any contract awarded by the City.
 - b. Classification – The firm shall indicate the type(s) of work the firm's workforce and equipment normally perform, licensure, and other pertinent information.
 - c. Experience – The firm shall furnish a history documenting experience with projects of similar size, scope, or complexity involving the type(s) of work for which prequalification is requested.
 - d. Litigation/Claims –The firm will be required to submit information regarding its litigation history, including litigation with owners and subcontractors.
 - e. Timeliness - Firms must provide information on its success at completing projects on time, including the payment of liquidated damages.
 - f. Capacity – Firms shall demonstrate sufficient bonding capacity, insurance and resources for the project. Firms must provide relevant information on the personnel that will be directly responsible for the work, including the location of the office that will be primarily responsible for work.
 - g. Safety - Firms shall also demonstrate an acceptable safety history. Firms must provide copies of any complaints, safety violations or reports from the North Carolina Qualifications Board, OSHA, or any other regulating agency associated with any construction project.

City of Hendersonville
Policy for Prequalification of Bidders for Construction Projects
May 26, 2015

- h. Legal Authorization –The Applicant must provide a copy of their North Carolina Contractor’s License. If a statement is required, the Applicant shall identify the states in which they are licensed for this type of work.

E. Review of Application

1. Prequalification Committee – The Project Manager shall establish a Prequalification Committee for each project to review and score applications submitted by the firms to determine the prequalification eligibility.
2. Review of Applications – The Prequalification Committee shall use an objective assessment process and criteria for that specific project. The prequalification criteria shall not require the firm to have previously been awarded a construction or repair project by the City. The prequalification criteria used by the Prequalification Committee shall include prequalification scoring values and the minimum required score to be prequalified for the project. The Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.
3. Notice of Decision – All firms that submitted applications for prequalification shall be promptly notified of the prequalification committee’s decision, including the reason for denial, via e-mail. Notice shall be provided prior to the advertisement of bids for the project and with sufficient time for the firm to protest the denial of prequalification.
4. Informal Meeting - Upon denial, the applicant may request an informal meeting with the City to receive feedback and suggestions for improvement.
5. Firms wishing to appeal the decision shall follow the protest process described below.

B. Protest Procedure

1. The firm may protest the denial of Prequalification as noted below.
 - a. The firm may protest the denial of prequalification. A written protest must be received by the Project Manager, or designee, within two business days of notice of denial. The written protest shall clearly identify the project and the Project Manager, clearly articulate the reasons for the protest, and attach any documents or additional information in support of the firm’s position. The Project Manager, or designee, will contact the firm and set up a date and time to discuss the protest. If upon review, the Project Manager, or designee, determines that the firm meets the criteria for prequalification, the firm shall be notified that it is prequalified to bid on the project and allowed to participate in the bid process. If the Project Manager, or designee, upholds the denial, the firm shall be notified in writing by e-mail.
 - b. If the firm desires further review after receiving the decision of the Project Manager, the firm may request an administrative review and final decision by the City Manager, or designee. A written request for administrative review must be received by the City Manager, or designee, within two business days of the firm’s receipt of the decision from the Project Manager, or designee. The request for administrative review shall clearly identify the project and the

City of Hendersonville
Policy for Prequalification of Bidders for Construction Projects
May 26, 2015

Project Manager, clearly articulate the reasons for the review, and attach any documents or additional information in support of the firm's position. The City Manager, or designee, will contact the firm and set up a date and time for the administrative review. If, upon review, the City Manager, or designee, determines that the firm meets the criteria for prequalification, the firm shall be notified that it is prequalified to bid on the project and allowed to participate in the bid process. If the City Manager, or designee, upholds the denial, the firm shall be notified in writing by e-mail. The decision of the City Manager, or designee, on the protest shall be final.

2. General Rules for Protests – Firms submitting prequalification applications shall be provided an e-mail address for the communication with the Project Manager during the protest process. The firm shall provide at least two e-mail addresses for use by the Project Manager in communicating with the firm. The bid opening cannot occur until the protest process is completed. The bid opening must be scheduled in order to allow sufficient time for a bidder that is prequalified as a result of a protest to submit a bid on that project. Bids received from firms who have been ruled disqualified to bid shall not be opened. A firm's failure to comply with any requirements of the protest procedures of this section shall result in the firm's protest being terminated and rendered moot.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 5/26/15

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 6/4/15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

On May 8, 2015 informal bids were received for milling and asphalt paving portions of the Jackson Park Interceptor Sewer and Shepherd Creek/Atkinson Elementary Sanitary Sewer Improvements Projects. Bids were received from three (3) bidders with the following results.

Southeastern Asphalt - \$365,983.94

Trace and Company - \$514,835.84

Tarheel Paving - \$539,551.70

City staff has reviewed each bid for completeness and accuracy. City staff recommends the award of said paving work to Southeastern Asphalt of Flat Rock, NC (NC Contractor License No. 65733), the lowest responsive and responsible bidder in the amount of \$365,983.94. The bid tabulation showing all the bids and unit prices as well as the construction contract is attached for your reference. Note that approximately \$162,000 of the contract will be used for the Jackson Park Sewer paving (within the Park and in various greenway locations) and \$204,000 of the contract will be used for the Shepherd Creek Sewer paving (N Lakeside Drive). Please let me know if you have any questions or require additional information regarding this project.

Budget Impact: \$ 365,983.94 Is this expenditure approved in the current fiscal year budget? Yes 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 City Manager to award the contract for the construction of the Jackson Park and Shepherd Creek Sewer paving project to Southeastern Asphalt, the lowest responsive and responsible bidder, in the amount of \$365,983.94; as presented and recommended by staff.

Attachments:

Bid Tabulation & Construction Contract

CITY OF HENDERSONVILLE
 ASPHALT PAVING - JACKSON PARK & SHEPHERD CREEK SEWER
 BID DATE: 5/8/15
 TIME: 2:30 PM

3 BIDDERS

				SOUTHEASTERN PAVING		TRACE AND COMPANY		TARHEEL PAVING	
ITEM	DESCRIPTION	QUANTITY	UNITS	TOTAL UNIT PRICE	AMOUNT	TOTAL UNIT PRICE	AMOUNT	TOTAL UNIT PRICE	AMOUNT
1	MOBILIZATION & BONDING	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 15,250.00	\$ 15,250.00	\$ 13,000.00	\$ 13,000.00
JACKSON PARK SEWER - ASPHALT PAVEMENT PATCHING									
2	ASPHALT SAWCUT	358	LF	\$ 0.95	\$ 340.10	\$ 1.50	\$ 537.00	\$ 1.00	\$ 358.00
3	SUBGRADE REMOVAL	2065.57	CY	\$ 9.13	\$ 18,858.65	\$ 21.50	\$ 44,409.76	\$ 11.38	\$ 23,506.19
4	FINE GRADE PAVED	9389.1	SY	\$ 0.05	\$ 469.46	\$ 1.00	\$ 9,389.10	\$ 6.40	\$ 60,090.24
5	2" SF 9.5B (ROADWAYS AND PARKING)	990.48	TONS	\$ 82.98	\$ 82,190.03	\$ 90.50	\$ 89,638.44	\$ 90.54	\$ 89,678.06
6	2" SF 9.5B (TRAIL)	42.3	TONS	\$ 95.84	\$ 4,054.03	\$ 113.25	\$ 4,790.48	\$ 120.00	\$ 5,076.00
7	CABC (BASE AND BACKFILL)	2351.97	TONS	\$ 19.34	\$ 45,487.10	\$ 22.25	\$ 52,331.33	\$ 17.50	\$ 41,159.48
8	PAINT PAVEMENT MARKING LINES, 4" (JACKSON PARK PARKING AND TRAIL C/L)	1790	LF	\$ 0.42	\$ 751.80	\$ 0.50	\$ 895.00	\$ 0.50	\$ 895.00
9	CONCRETE 30" CURB AND GUTTER	10	LF	\$ 79.00	\$ 790.00	\$ 54.00	\$ 540.00	\$ 62.00	\$ 620.00
10	CONCRETE 8" X 12" VERTICAL CURB	45	LF	\$ 40.00	\$ 1,800.00	\$ 18.75	\$ 843.75	\$ 43.00	\$ 1,935.00
11	CONCRETE SIDEWALK (4" THICK)	65	SY	\$ 48.00	\$ 3,120.00	\$ 33.00	\$ 2,145.00	\$ 72.00	\$ 4,680.00
12	CONCRETE SIDEWALK (6" THICK)	26	SY	\$ 61.55	\$ 1,600.30	\$ 50.00	\$ 1,300.00	\$ 106.00	\$ 2,756.00
SHEPHERD CREEK SEWER - ASPHALT PAVEMENT PATCHING									
13	ASPHALT SAWCUT	268	LF	\$ 0.95	\$ 254.60	\$ 1.50	\$ 402.00	\$ 1.25	\$ 335.00
14	SUBGRADE REMOVAL	3178.93	CY	\$ 7.34	\$ 23,333.35	\$ 21.50	\$ 68,347.00	\$ 11.75	\$ 37,352.43
15	FINE GRADE PAVED	11490.2	SY	\$ 0.04	\$ 459.61	\$ 1.00	\$ 11,490.20	\$ 6.40	\$ 73,537.28
16	2" SF 9.5B (ROADWAYS AND PARKING)	1263.92	TONS	\$ 82.45	\$ 104,210.20	\$ 93.50	\$ 118,176.52	\$ 91.10	\$ 115,143.11
17	6" X 8" ASPHALT CURB	7.1	TONS	\$ 151.62	\$ 1,076.50	\$ 355.00	\$ 2,520.50	\$ 360.00	\$ 2,556.00
18	CABC (BASE AND BACKFILL)	3826.24	TONS	\$ 19.52	\$ 74,688.20	\$ 24.00	\$ 91,829.76	\$ 17.50	\$ 66,959.20
					\$ 365,983.94	\$ 514,835.83	* \$ 539,636.98		
* Corrected mathematical error on submitted Bid.									

SPECIFICATIONS

Jackson Park/Shepherd Creek Sewer Pavement Patching

Hendersonville, NC

City of Hendersonville
Engineering Department
305 Williams Street Hendersonville,
North Carolina 28792 (828) 697-3000

**Jackson Park/Shepherd Creek
Sewer Pavement Patching
TABLE OF CONTENTS**

CERTIFICATES, FORM OF BID & AGREEMENT

● GENERAL CONDITIONS	3
● BID SCHEDULE	7
● NOTICE OF AWARD	9
● AGREEMENT	10
● AFFIDAVIT	12
● NOTICE TO PROCEED	14
● CONTRACT CHANGE ORDER	15
● APPLICATION FOR PAYMENT	16

GENERAL CONDITIONS OF THE CONTRACT

SECTION 01500- SPECIAL CONDITIONS	17
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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:

Brent G. Detwiler, PE - City Engineer
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792
Ph: 828-697-3000

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:

**Jackson Park/Shepherd Creek Sewer Pavement Patching
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 **90** calendar days thereafter.

The undersigned acknowledges receipt of the following addenda:

Respectfully submitted

Firm Name

Address

By: _____

Attest to:

Secretary
(Corporate Seal)

**Jackson Park/Shepherd Creek Sewer
Pavement Patching**

BID SCHEDULE

NOTICE OF AWARD

TO:

Project Description: **Jackson Park/Shepherd Creek Sewer Pavement Patching**
HENDERSONVILLE, NORTH CAROLINA

The Owner has considered the Bid submitted by you for the above-described project in response to its receipt of bids on Friday, May 8th 2015.

You are hereby notified that your Bid Proposal has been accepted in the amount of \$_____

You are required to execute the Contract and furnish Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this _____ day of _____ 2015.

CITY OF HENDERSONVILLE

By: _____
City Engineer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____ 2015

Contractor

By: _____

Title: _____

AGREEMENT

This Agreement made and entered into this _____ day of _____ 2015 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:

**Jackson Park/Shepherd
Creek Sewer Pavement
Patching**
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 90 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: City Engineer

(Seal)

By: _____

Title: _____

Contractor

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity contracting with County 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 _____, 2014.

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 _____, 2015.

My Commission Expires:

Notary Public

||
||
(Affix Official/Notarial Seal)

ATTACH INSURANCE CERTIFICATES

NOTICE TO PROCEED

TO: _____

Date: _____

Project: **Jackson Park/Shepherd Creek Sewer Pavement Patching**
HENDERSONVILLE, NORTH CAROLINA

You are hereby notified to commence work in accordance with the Contract dated _____ 2015 on or before _____ 2015. The date of completion of all Work is _____ 2015

CITY OF HENDERSONVILLE

By: _____

ACCEPTANCE OF NOTICE (Return signed original to: City of Hendersonville, City Engineer)

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the _____ day of _____, 2015.

Contractor: _____

By: _____

Title: _____

CONTRACT CHANGE ORDER

Project: **Jackson Park/Shepherd Creek Sewer Pavement Patching**
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: City Engineer

TITLE: _____

DATE: _____

DATE: _____

APPLICATION FOR PAYMENT

APPLICATION #

Date:

Project: **Jackson Park/Shepherd Creek Sewer Pavement Patching**
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>City Engineer</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.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Susan Frady

Department: Zoning

Date Submitted: 5-26-15

Presenter: Susan Frady, Zoning Administrator

Date of Council Meeting to consider this item: 6-4-15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05di

On May 21, 2015 the Special Events Committee met and reviewed an application from Sycamore Cycles/YAM for The Ecusta Trail Fun Fair to be held June 28, 2015, from 1 P.M. – 4 P.M. The event will primarily be held on the courthouse lawn. This is a first time event.

The event will primarily be held on the courthouse lawn and plaza. The request is to close the sidewalk and parking spaces in front of the Historic Courthouse. This will be a family fun day to bring awareness to the Ecusta Trail.

The Special Events Committee voted unanimously to recommend approval of a special event permit for the Ecusta Trail Fun Fair.

Budget Impact: \$0 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 City Council approve the special event permit for the Ecusta Trail Fun Fair.

Attachments:



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Zoning

Date Submitted: 5-22-15

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 6-4-15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05dii

On May 21, 2015, the Special Events Committee met and reviewed an application from Mountain True (formerly ECO), sponsor of the Mountain Brew Fest to be held August 22, 2015 from 3 p.m.-7 p.m. on Locust Street at 8th Avenue. This is a first time event.

This will be a ticketed event with alcohol sales from local breweries. Alcohol pours will be limited to those with tickets. No alcohol will be sold during the event. Locust Street will be closed between Track Street and 9th Avenue. Bearcat Boulevard will be closed at N. Grove Street. There will be no parking on Locust Street after 11 a.m. Box trucks and trailers will be parked off-site. Additional parking will be provided at the fitness center on 8th Avenue.

There will be food trucks and vendors as well as 20' x 30' shade tents. There will be back ground music but not a concert. There will be 2 (two) off-duty Police Officers present during the entire event.

The purpose of the event is to re-brand the 7th Avenue District.

The Special Events Committee voted unanimously to approve the Mountain Brew Fest.

Budget Impact: \$0 _____ 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 City Council approve the special event permit for the Mountain Brew Fest.

Attachments:



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 27 May 2015

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 4 June 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

The City has been offered the real property situated at 424 Armstrong Ave., across from the water reservoir for \$5,000.00. A large water main crosses this property. The tax assessed value of the land is \$38,400.00. A vote by the City Council would be necessary to empower the City Manager to effect the purchase.

Budget Impact: \$5,000.00 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Plan to be funded from Water and Sewer contingencies.

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

I move City Council to authorize the City Manager to purchase property at 424 Armstrong Ave. for the sum of \$5,000 plus attendant closing costs.

Attachments:



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 27 May 2015

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 4 June 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

The City Council previously discussed purchase of property situated on Ashe Street. The legal department bid on the property within the authorized amount and posted the winning bid at \$3,700.00. A vote by the City Council to ratify the bid and purchase the property would be in order.

Budget Impact: \$3,700.00 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Plan to be funded from contingencies.

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

I move City Council to ratify the bid of \$3,700 for the Ashe Street property PIN 9568-99-6699 and authorize the payment of this sum plus the amount of the existing County taxes.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Finance

Date Submitted: 05-15-15

Presenter: Lisa White

Date of Council Meeting to consider this item: 06-04-15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

Annual Audit Contract

Budget Impact: \$ 44,000.00 _____ 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 Council approve the Contract with Carland and Anderson for the Annual Audit of Financial Statements.

Attachments:

Contract to Audit Accounts

CONTRACT TO AUDIT ACCOUNTS

Of City of Hendersonville, North Carolina

Governmental Unit and Discretely Presented Component Unit (DPCU) if applicable

On this Thirtieth day of March, 2015.

Auditor: Carland & Andersen, Inc. Auditor Mailing Address: 307 North Church Street

Hendersonville, North Carolina

Hereinafter referred to as The Auditor

and the City Council (Governing Board (s)) of City of Hendersonville, North Carolina

: hereinafter referred to as the Governmental Unit (s), agree as follows:

Governmental Unit (s)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2014, and ending June 30, 2015. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCU's, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.
3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2015. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the LGC for approval.

Contract to Audit Accounts (cont.)

City of Hendersonville, North Carolina

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

- 7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
- 8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent to: lge.invoice@netreasurer.com. Subject line should read "Invoice – [Unit Name]". The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
- 9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit \$ 40,000

Preparation of the annual financial statements \$ 4,000

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. The 75% cap for interim invoice approval for this audit contract is \$ 33,000 **** NA if no interim billing**

- 10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.
- 11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
- 12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
- 13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements are used in the preparation of official statements for debt offerings (the Auditors' opinion is not included) by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the

Contract to Audit Accounts (cont.)**City of Hendersonville, North Carolina**

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless, another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and Invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.netreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://netreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://netreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of April, 2014. These instructions are subject to change. Please check the NC Treasurer's web site at www.netreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. Municipal & County Contracts: The Auditor acknowledges that any private employer transacting business in this State who employs 25 or more employees in this State must, when hiring an employee to work in the United States, use E Verify to verify the work authorization of the employee in accordance with N.C.G.S. §64 26(a). The Auditor acknowledges further that any such private employer and its subcontractors must comply with all of the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (North Carolina's E-verify law), and that such private employer has a duty under the law to ensure compliance by its subcontractors. The Auditor further acknowledges that this contract is of the type governed by S.L. 2013-418, which makes it unlawful for a local government to enter into certain types of contracts unless the contractor and its subcontractors comply with North Carolina's E-verify law, and that failure to comply with such law could render this contract void. The Auditor hereby covenants, warrants and represents for itself and its subcontractors that with respect to this contract the Auditor and its subcontractors shall comply with the provisions of North Carolina's E-verify law and that failure to comply with such law shall be deemed a breach of this contract and may render this contract void.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

Contract to Audit Accounts (cont.) City of Hendersonville, North Carolina
Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

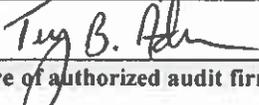
Audit Firm Signature:

Carland & Andersen, Inc.

Name of Audit Firm

By Terry B. Andersen, CPA

Authorized Audit firm representative name: Type or print



Signature of authorized audit firm representative

terry@carlandcpa.com

Email Address of Audit Firm:

Date March 30, 2015

Governmental Unit Signatures:

By Barbara Volk, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date _____

By Not Applicable

DPCU Chairperson: Type or print name and title

Signature of Chairperson of DPCU if applicable

Date Not Applicable

Unit Signatures (continued):

By Not Applicable

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Date Not Applicable

** If Governmental Unit has no audit committee, this section should be marked "N/A."

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Lisa White, CPA

Governmental Unit Finance Officer: Type or print name



Finance Officer Signature

lwhite@cityofhendersonville.org

Email Address of Finance Officer

Date 6/4/15

(Pre-audit Certificate **must be dated.**)

Date Governing Body Approved Audit Contract - G.S. 159-34(a) 6/4/15

Board Approval Date - Primary Government

Not Applicable

Board Approval Date - DPCU



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 05/14/15

Presenter: N/A

Date of Council Meeting to consider this item: June 4th, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05hi

A Budget Amendment to increase the fund balance appropriation in order to pay for two major projects approved by the City Manager including a parking kiosk for Maple Parking Lot and a Wayfinding Study.

The two items cost a total of \$32,000. The Director of the Downtown Fund has been notified and will be tight with the budget so that some of this appropriation will not be needed come year end and some will be reappropriated to the fund balance.

Budget Impact: \$ 32,000 _____ Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Fund Balance

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

I move to approve the Downtown Fund Budget Amendment as presented.

Attachments:

See below...

BUDGET AMENDMENT

64,000.00

FUND: DOWNTOWN FUND

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
204750	519000	Professional Services	15,000.00	
204750	555000	Capital Outlay Other Equipment	17,000.00	
200090	499200	Fund Balance Appropriations	32,000.00	
		TOTALS IN BALANCE	\$ 64,000.00	\$ -

64,000.00

Funding to cover the cost of a wayfinding study and a parking kiosk. Fund balance will be utilized to provide for these purchases and there are no recurring costs associated with them.



 CITY MANAGER

Date: 6/4/2015
 6/4/2015

APPROVED BY CITY COUNCIL:

DATE: 6/4/2015



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 05/17/15

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 06/04/15

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 05hii

A Budget Amendment to address small overages in personnel items that cannot be resolved without Council approval. The amendment transfers money from the General Fund's contingencies account to cover the overages.

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

N/A

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

I move to approve the budget amendment as presented.

Attachments:

budget amendments



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: May 12 2015

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: June 4, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 051

It has become apparent to the city manager, personnel director and city attorney that the City Council may wish to review certain dismissal procedures contained in the City's personnel policy. In particular, the Council may wish to expand the process (including notice) and appeal rights of persons for whom dismissal is a possible or likely outcome.

The attached proposed amendments to the personnel policy would establish guidelines for giving advance notice and a hearing to employees for whom dismissal is contemplated. They would also establish an in-office hearing with the city manager on appeal from the dismissal decision with certain limited rights to present documentary evidence and witness testimony in the city manager's sound discretion.

The amendments also would clarify that normal grievance procedures would not apply to the dismissal process.

Budget Impact: \$0 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 the City Council to adopt the resolution amending the City's personnel policy.

Attachments:

Resolution with proposed personnel policy.

RESOLUTION # _____

A RESOLUTION AMENDING PORTIONS OF ARTICLES IX AND X OF THE PERSONNEL POLICY RESPECTING DISMISSAL PROCEDURE

WHEREAS the City has adopted a personnel policy in order to establish and clarify its relationship with its employees, and

WHEREAS the City Staff has recommended that certain changes be made to the personnel policy respecting dismissal procedure, and

WHEREAS the City Council believes that the recommended changes enhance protection of employees who may be dismissed,

NOW, BE IT THEREFORE RESOLVED that the City Council amend and it does hereby amend Articles IX and X as provided herein.

1. Article IX Section 6 of the Personnel Policy is hereby amended to read in full as follows:

Section 6. ~~Pre-dismissal Conference~~ Possible Dismissal:
Notice and Hearing

Before dismissal action is taken, whether for failure in personal conduct or failure in performance of duties, ~~the City Manager, Human Resources Officer or Department Head~~ or a designee thereof, along with other persons deemed necessary to the process, usually including the personnel director, will conduct a pre-dismissal ~~conference~~ hearing. This ~~conference~~ hearing will be held upon at least three business days' notice to the employee that a dismissal is being considered and the hearing will be held, unless the employee waives such notice or the particular circumstance require a different period. At this ~~conference~~ hearing, the

employee may present any response to the proposed dismissal to the ~~City Manager or Department Head or designee~~. The ~~City Manager or Department Head or designee~~ will consider the employee's response, if any, to the proposed dismissal, and will, within three ~~working business~~ days following the pre-dismissal ~~conference hearing~~, notify the employee in writing of the final decision. If the employee is dismissed, the notice shall contain a statement of the reasons for the action and the employee's appeal rights.

If the hearing results in a decision to dismiss the employee, the employee may appeal this decision in writing to the city manager. Notice of appeal shall be delivered to the personnel director and the city manager within five business days of the date of the dismissal decision.

Upon a timely appeal of a dismissal decision the city manager will schedule a hearing. The employee shall appear at the hearing and may bring whatever documentation the employee deems appropriate, although voluminous documentation may be excluded at the city manager's discretion. The employee may request the right to bring one or more witnesses to testify to critical facts upon written application to the city manager, along with a brief statement as to the content of the proposed testimony. The city manager shall have discretion as to whether to permit such testimony.

2. Article X Sections 2 and 4 of the Personnel Policy are hereby amended to read in full as follows:

Section 2. Grievance Defined

A grievance is a claim or complaint by a current or a former employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions.

Grievance does not include appeal from a dismissal decision, which is covered by Article IX.

Section 4. Procedure

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process.

However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary suspension or demotion must be approved by the Department Head or City Manager and ~~rescinding dismissal must be approved by the City Manager before the decision becomes effective.~~

3. This amendment shall take effect upon adoption of this resolution.

Adopted this fourth day of June 2015.

Barbara Volk
Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, CMC
City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 05.28.15

Presenter:

Date of Council Meeting to consider this item: 06.04.15

Nature of Item: Council Action

Summary of Information/Request:

Item # 05j

In order to meet one of the commitments of a BEE CITY USA, the City must annually celebrate National Pollinator Week (the third full week of June) with a proclamation or other promotions that showcase the City's commitment to enhancing pollinator health and habitat.

Please see the attached proclamation provided by Kim Bailey, member of the Environmental Sustainability Board.

Budget Impact: \$ n/a 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 proclamation for Pollinator Week 2015.

Attachments:

proclamation

PROCLAMATION

WHEREAS, pollinator species such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse urban and suburban ecosystems; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the City of Hendersonville manages urban landscapes and public lands that include many municipal parks and greenways, as well as wildlife habitats; and

WHEREAS, the City of Hendersonville provides conservation assistance to promote wise conservation stewardship, including the protection and maintenance of pollinators and their habitats;

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City of Hendersonville, do hereby proclaim the week of June 15 - 21, 2015 as

“Pollinator Week”

and, as the City of Hendersonville is a certified **Bee City USA®** community, urge all citizens to join in recognizing this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of City of Hendersonville to be affixed this fourth day of June, 2015.

Barbara G. Volk, Mayor

Attest:

Tammie K. Drake, City Clerk



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 27 May 2015

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 4 June 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05ki

Attached are proposed findings of fact and conclusions of law for the Cedar Terrace Special Use Permit application.

Budget Impact: \$0 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 City Council to adopt the proposed findings of fact and conclusions of law for the Cedar Terrace Special Use Permit application.

Attachments:

Proposed findings and conclusions

**STATE OF NORTH CAROLINA
HENDERSON COUNTY**

**BEFORE THE
HENDERSONVILLE CITY COUNCIL
FILE NO. P15-5-SUR**

**IN RE THE APPLICATION OF
FLATIRON PARTNERS LLC
for a SPECIAL USE PERMIT FOR
PIN 9579-29-5777**

**FINDINGS OF FACT
CONCLUSIONS OF LAW
AND DECISION**

This matter came before the Hendersonville City Council on the application of Flatiron Partners, LLC for a special use permit or a Special Use Permit with respect to PINs 79-29-5777 for the development of 80 multi-family residential units on ten acres.

The preliminary site plan is subject to recommendation by the Planning Board and approval by City Council. The final site plan is subject to City staff approval. The application includes no variance request. The application seeks no variances.

ISSUES

Section **7-4-10.1** of the Zoning Ordinance states, "no special use permit shall be approved by City Council unless each of the following findings is made."

- (A) The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.
- (B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.
- (C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.
- (D) The use or development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.
- (E) The use or development conforms to the general plans for the physical development of the City as embodied in this chapter and in the Land Development Plan (LDP) and the Thoroughfare Plan.

The burden of establishing these findings of fact shall lie upon the applicant. There

exists a legal presumption that a use is compatible with their neighborhood where the use is permitted.

TESTIMONY

The testimony is reflected in the minutes of the 7 May 2015 regular meeting of the City Council, which minutes are incorporated herein by reference.

FINDINGS OF FACT

1. No substantial evidence was adduced convincing the council that the proposed use would be detrimental to the public health, safety or general welfare.
2. The property is currently served by water and sewer.
3. The Council finds the evidence credible and compelling and therefore finds as a fact that the use is compatible with the neighborhood in which it is situated.
4. The 2030 Comprehensive Plan's Medium Intensity Neighborhood goal is to "provide a transition between High and Low-Intensity Neighborhood and Regional Activity Centers and downtown and provide a transition between commercial and single-family development."
5. The use or development conforms to the general plans for the physical development of the City as embodied in this chapter and in the Land Development Plan (LDP) and the Thoroughfare Plan.
6. The entirety of the affected property is zoned PRD Planned Residential Development.

CONCLUSIONS OF LAW

1. The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare;
2. There are adequate public facilities to serve the use or development as specified in Section 7-11;
3. The development complies with all required regulations and standards of the

zoning ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations;

4. The development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located; and

5. The development conforms to the general plans for the physical development of the City as embodied in this chapter and in the Land Development Plan and the Thoroughfare Plan.

6. The project fulfills the requirements for the special use permit.

DECISION

For the above reasons,

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Residential Dwellings Multi-family

II. Conditions:

(1) Shall Be Attached to the Special Use Permit and Satisfied Prior to Issuance of Final Site Plan Approval:

Recorded subdivision plat creating this parcel

Annexation application for this parcel for sewer extension

Dedication and recordation of a thirty-foot easement along Allen Branch for the purpose of developing a public greenway

(2) Shall Be Attached to the Special Use Permit:

Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Zoning Ordinance.

Done this 4th day of June 2015

Barbara Volk,
Mayor

Attest:

Tammie Drake MMC,
City Clerk

Approved as to form:

Samuel H. Fritschner,
Hendersonville City Attorney



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 27 May 2015

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 4 June 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05kii

Attached are proposed findings of fact and conclusions of law for the Ingles Markets Special Use Permit application for U.S. Highway 176.

Budget Impact: \$0 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 City Council to adopt the proposed findings of fact and conclusions of law for the Ingles Markets Incorporated Special Use Permit application.

Attachments:

Proposed findings and conclusions

**STATE OF NORTH CAROLINA
HENDERSON COUNTY**

**BEFORE THE
HENDERSONVILLE CITY COUNCIL
FILE NO. P15-8-SUR**

**IN RE THE APPLICATION OF
INGLES MARKETS, INCORPORATED,
WILLIAM A. PACE, JR. and
MARK B. PACE and
1994 PACE FAMILY
LIMITED PARTNERSHIP
for a SPECIAL USE PERMIT FOR
PINs 9568-94-0252, 9568-94-0252,
9568-83-9870, 9568-94-0455,
9568-83-9764 and a portion of
9568-84-7009.**

**FINDINGS OF FACT
CONCLUSIONS OF LAW
AND DECISION**

This matter came before the Hendersonville City Council on the application of Ingles Markets, Incorporated, William A. Pace, Jr., Mark B. Pace, 1994 Pace Family Limited Partnership for a special use permit or a Special Use Permit with respect to PINs 9568-94-0252, 9568-94-0252, 9568-83-9870, 568-94-0455, 9568-83-9764 and a portion of 9568-84-7009 to replace the existing 46,379 ft² Ingles grocery store located at 625 Spartanburg Highway with a new 72,000 ft² Ingles grocery store and a Gas Express.

The preliminary site plan is subject to recommendation by the Planning Board and approval by City Council. The final site plan is subject to City staff approval. The application includes no variance request.

The application seeks also the following variances: (1) a variance from Zoning Ordinance Section 6-5-2 reducing the number of required parking spaces from 360 to 237; (2) a variance from Zoning Ordinance Section 5-18-4.3 to allow an additional driveway along Spartanburg Highway; (3) a variance from Zoning Ordinance Section 5-18-4.3, which currently limits to three the total number of driveways to the project, to allow the project to exceed the maximum number of driveways by two, to five total; and (4) a 17.17 ft variance from the setback requirements of Zoning Ordinance Section 5-15-4.1.

ISSUES

Section **7-4-10.1** of the Zoning Ordinance states, "no special use permit shall be approved by City Council unless each of the following findings is made."

(A) The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.

(B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.

(C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.

(D) The use or development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.

(E) The use or development conforms to the general plans for the physical development of the City as embodied in this chapter and in the Land Development Plan (LDP) and the Thoroughfare Plan.

(F) City Council may authorize variances in specific cases from the dimensional and improvements standards of the zoning ordinance upon finding that a literal enforcement of such standards will result in practical difficulty or unnecessary hardship and so long as the granting of such variance or variances will not result in a use or development which would violate the findings of fact required by Section 7-4-10, above. Variances may not be granted with regard to uses or to intensity.

The burden of establishing these findings of fact shall lie upon the applicant. There exists a legal presumption that a use is compatible with their neighborhood where the use is permitted.

TESTIMONY

The testimony is reflected in the minutes of the 7 May 2015 regular meeting of the City Council, which minutes are incorporated herein by reference.

FINDINGS OF FACT

1. No substantial evidence was adduced convincing the council that the proposed use would be detrimental to the public health, safety or general welfare.
2. The property is currently served by water and sewer.
3. The Council finds the evidence credible and compelling and therefore finds as a fact that the use is compatible with the neighborhood in which it is situated.

4. The 2030 Comprehensive Plan's Medium Intensity Neighborhood goal is to "provide a transition between High and Low-Intensity Neighborhood and Regional Activity Centers and downtown and provide a transition between commercial and single-family development."
5. The use or development conforms to the general plans for the physical development of the City as embodied in this chapter and in the Land Development Plan (LDP) and the Thoroughfare Plan.
6. The entirety of the affected property is zoned PCD Planned Commercial Development.

CONCLUSIONS OF LAW

1. The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare;

2. There are adequate public facilities to serve the use or development as specified in Section 7-11;

3. The development complies with all required regulations and standards of the zoning ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations;

4. The development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located; and

5. The development conforms to the general plans for the physical development of the City as embodied in this chapter and in the Land Development Plan and the Thoroughfare Plan.

6. A literal enforcement of Zoning Ordinance Section 6-5-2 respecting the number of required parking spaces (360) will result in practical difficulty or unnecessary hardship.

7. A parking analysis conducted by the applicant and accepted as credible by the City Council shows that 360 spaces exceeds the expected parking requirements expected for the store. Room for 360 spaces is not available on the site.

8. A literal enforcement of Zoning Ordinance Section 5-18-4.3 respecting the number of driveways along the length of Spartanburg Highway (two) will result in practical difficulty or unnecessary hardship.

9. There exist along the current Ingles abutment to the Highway 176 right-of-way at least five entrances and exits, many of which constitute dangers to the public and have little marking.

10. Three well-marked exits along Highway 176 would decrease public danger and allow safer access to the property upon completion of the project.

11. A literal enforcement of Zoning Ordinance Section 5-18-4.3 the total number of driveways for the project (three), will result in practical difficulty or unnecessary hardship.

12. Currently the property is entered from NC Highway 225 in two places. Reduction would pose practical difficulties causing change to current traffic patterns.

13. A literal enforcement of the setback requirements of Zoning Ordinance Section 5-15-4.1 (25 feet) will result in practical difficulty or unnecessary hardship.

14. The existing setback requirement would prevent modernization of the building and restrict Ingles Markets to a site that is no longer practical.

15. The granting of the requested variances will not result in a use or development which would violate the findings of fact required by Section 7-4-10.

16. The project fulfills the requirements for the special use permit.

DECISION

For the above reasons,

1. The City Council approves the request for the four variances as follows:

a. The number of required parking spaces shall be not fewer than 237;

b. The number of driveways along Spartanburg Highway shall not exceed three;

c. The total number of driveways to the project shall not exceed five;

d. Buildings and structures shall be set back not less than 17.17 feet from any exterior property line that is not contiguous with a street or other right-of-way.

The City Council approves the request for an amended Special Use Permit in accordance with the application as contained in File No. P15-8-SUR, with the following stipulations:

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Retail Stores

II. Conditions:

(1) Shall Be Attached to the Special Use Permit and Satisfied Prior to Issuance of Final Site Plan Approval:

Add the five foot wide planting strip between the proposed sidewalk and the western property boundary.

Submittal and approval of a site plan for Parcel #9568-84-7009.

Recombination of all parcels or portions thereof included in this Special Use application.

(2) Shall Be Attached to the Special Use Permit:

Provide a minimum 5 foot wide sidewalk meeting City standards connecting the Ingles site to Greenville Highway along Copper Penny Street, or equivalent location as agreed to by the City, prior to issuance of a Certificate of Occupancy.

Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Zoning Ordinance.

Done this 4th day of June 2015

Barbara Volk,
Mayor

Attest:

Tammie Drake MMC,
City Clerk

Approved as to form:

Samuel H. Fritschner,
Hendersonville City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lisa White

Department: Finance

Date Submitted: 05-15-15

Presenter: John Connet

Date of Council Meeting to consider this item: 06-04-15

Nature of Item: Council Action

Summary of Information/Request:

Item # 051

The Attached resolution and Fund Balance policy outline the purpose and goals for establishing a Fund Balance range between 25-35% of expenditures in the General Fund and 50-75% in the Water and Sewer Fund.

The attached amended Resolution to establish and maintain a Capital Reserve Fund, revises the May 1995 resolution, replacing certain terms, striking out and amending the range and terms of the fund.

Budget Impact: \$ none 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 Council adopt the resolution to adopt an Unassigned Fund Balance Policy, and Amend the Resolution to Establish and Maintain a Capital Reserve Fund.

Attachments:

Resolution to Adopt an Unassigned Fund Balance Policy
Fund Balance Policy
Amended Resolution to Establish and Maintain a Capital Reserve Fund

A RESOLUTION TO ADOPT THE CITY OF HENDERSONVILLE UNASSIGNED FUND BALANCE POLICY

WHEREAS, The Hendersonville City Council hereby establishes an Unassigned Fund Balance Policy for the purpose of improving and maintaining fiscal responsibility as required under the Local Government Budget and Fiscal Control Act, NC General Statute Chapter 150, and

WHEREAS, The Cities management and Council recognize that it is essential to maintain adequate unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances, and

WHEREAS, The fund balance also provides cash flow liquidity for the City's operations and increases the potential for investment income, and

WHEREAS, Ample fund balance enhances short term and long term financial credit by helping to achieve the highest credit and bond ratings possible to provide the city the ability to borrow at the lowest possible rate, and

WHEREAS, A fund balance policy promotes long-term financial stability by establishing clear and consistent guidelines, and

WHEREAS, Adequate unassigned fund balance will provide funding flexibility during unanticipated emergencies and natural disasters.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE THAT:

Section 1. The City Council hereby adopts the City of Hendersonville Unassigned Fund Balance Policy.

Section 2. This resolution shall become effective upon its adoption and approval.

Adopted this fourth day of June 2015.

ATTEST:

Tammie K. Drake, MMC, City Clerk

Barbara G. Volk, Mayor

	CITY OF HENDERSONVILLE	Finance Department Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Unassigned Fund Balance Policy	Date Adopted by Council :	June 4 th , 2015

SECTION 1. Purpose

The Hendersonville City Council passed a resolution to adopt an Unassigned Fund Balance Policy for the purpose of improving and maintaining fiscal responsibility as required under the Local Government Budget and Fiscal Control Act, NC General Statute Chapter 150 on June 4, 2015. This policy defines the level of Unassigned Fund Balance and establishes guidelines for preserving an adequate fund balance in each of the City of Hendersonville (City) operating funds in order to sustain financial stability and to provide prudent management of the City's financial reserves.

SECTION 2. Government Accounting Standards Board (GASB) Definitions

- 2.1 Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each fund.

- 2.2 An accounting distinction is made between the portions of governmental fund balance that is spendable and nonspendable. GASB Statement 54 distinguishes fund balance classified based on the relative strength of the constraints that control the purposes for which specified amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts will be reported in the following five categories:
 - a. **Nonspendable** fund balance – includes amounts that are not in a spendable form or are required to be maintained intact. Examples include inventory and prepaid items.

 - b. **Restricted** fund balance – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and debt proceeds.

 - c. **Committed** fund balance – includes amounts that can be used only for specific purposes determined by a formal action of the City's highest level of decision making authority which is the City Council. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the commitment originally.

- d. **Assigned** fund balance – comprises amounts intended to be used by the City for specific purposes. Intent can be expressed by the City Council by the approval of a budget appropriation. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. An example includes funds assigned by City Council for specific capital projects.
 - e. **Unassigned** fund balance – is the residual classification of the general fund and includes all amounts not contained in other classifications. The City often uses the term available fund balance when referring to unassigned fund balance. Unassigned fund balance is the amount that is available for appropriation for public purposes.
- 2.3 Enterprise funds are used to account for utility operations. The city's Water and Sewer Fund is an enterprise fund. Enterprise funds are also known as proprietary funds and business-type funds. Enterprise funds have separate terminology for fund balance or retained earnings which is termed as net position in financial reports, however the City commonly uses the term fund balance for these funds as well. The fund balance or retained earnings of each enterprise fund is to be used for the operating purpose of the fund.

SECTION 3. Objectives

- 3.1 The Cities management and Council recognize that it is essential to maintain adequate unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.
- 3.2 The fund balance also provides cash flow liquidity for the City's operations and increases the potential for investment income.
- 3.3 Ample fund balance enhances short term and long term financial credit by helping to achieve the highest credit and bond ratings possible to provide the city the ability to borrow at the lowest possible rate.
- 3.4 A fund balance policy promotes long-term financial stability by establishing clear and consistent guidelines.
- 3.5 Adequate unassigned fund balance will provide funding flexibility during unanticipated emergencies and natural disasters.

SECTION 4. Guidelines

- 4.1 The North Carolina Local Government Commission is charged with overseeing the fiscal health of North Carolina cities and counties and recommends that a minimum of at least eight percent (8%) of annual budgeted expenditures be maintained for unassigned fund balance. Higher levels may be set based on the current operating needs of the City and the individual fund and future funding needs.
- 4.2 The City commits to maintaining reserves required by law, ordinance, and/or bond covenants.
- 4.3 The City Council hereby establishes a goal for unassigned fund balance for the General Fund in the range of thirty-three to forty five percent (25%-35%) of budgeted expenditures and establishes a goal for the Water and Sewer Fund of between fifty to seventy-five percent (50%-75%) of budgeted expenditures. This range sets the goal at a minimum of approximately four months of the next fiscal year's annual budgeted expenditures. The City will adjust this goal as appropriate based upon the recommendation from the NC Local Government Commission and any change in the City's financial outlook.
- 4.4 The Finance Director is authorized by City Council to credit all revenue in excess of expenditures realized at the end of any given fiscal year for the General Fund that is not nonspendable, assigned or required to be restricted, or committed to unassigned fund balance until the maximum in the range goal thirty-five percent (35%) is realized.
- 4.5 All expenditures drawn from fund balance will require City Council approval unless previously authorized by the City Council for expenditure within the City's annual budget.
- 4.6 If fund balance falls below the goal levels, the City Manager shall implement a plan to restore fund balance within thirty-six (36) months and include within annual budget the plan to restore fund balance to required levels.
- 4.7 The City Council may, from time to time, appropriate fund balances that will reduce unassigned fund balance below the minimum twenty-five percent (25%) goal in the General Fund or below the minimum of fifty (50%) for the Water and Sewer Fund for the purpose of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the City. In such circumstances, the City Council will adopt a plan to restore the unassigned fund balance to the policy level within thirty-six (36) months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the City, then the City Council will establish a different but appropriate time period.

SECTION 5. Capital Reserves

- 5.1 Under North Carolina General Statute 159-18 the City is authorized to establish and maintain a capital reserve for any purpose for which bonds may be issued. The City of Hendersonville created a Capital Reserve Fund by resolution on May 4, 1995 to provide funds for capital improvements. The City Council has hereby amended Section 5 of that resolution on this date, June 4th, 2015, replacing the term "undesignated fund balance" with the GASB term of "Unassigned Fund Balance" and amended the stated goal of forty-five percent (45%) to the goal range of twenty-five to thirty-five percent (25-35%) and also amended Section 6 of that resolution, replacing the sentence "The City Manager is directed to recommend that all undesignated fund balance exceeding forty-five percent (45%)" with the sentence "The City Manager may transfer any Unassigned Fund Balance in excess of thirty-five percent (35%) be transferred to the Capital Reserve Fund."
- 5.2 Once the maximum in the goal range of thirty-five percent (35%) of unassigned fund balance is realized in the General Fund, the City Manager, at his discretion, is authorized by City Council to transfer all remaining fund balance that is not restricted, committed or assigned to the General Capital Reserve Fund as originally established by formal resolution of the City Council on May 4, 1995. The City Manager will report to City Council all transfers of fund balance.
- 5.3 Once the maximum in the goal range of seventy-five percent (75%) retained earnings is realized in the Water and Sewer Fund, the Finance Director is authorized by City Council to transfer all revenue in excess of expenses realized at the end of any given fiscal year over seventy five (75%) to the Water and Sewer Capital Reserve fund.
- 5.4 The City Manager is charged to annually monitor and report to City Council during the preparation of the annual operating budget regarding the status of unassigned fund balance and or retained earnings and compliance with the stated range goals.

SECTION 6. Order of Expenditure of Funds

- 6.1 When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

**A RESOLUTION TO ESTABLISH AND MAINTAIN A CAPITAL RESERVE FUND FOR
THE CITY OF HENDERSONVILLE, N.C.**

WHEREAS, under North Carolina General Statute 159-18 the City is authorized to establish and maintain a capital reserve for any purposes for which bonds may be issued; and

WHEREAS, the City Council deems it is in the best interest of the citizens of Hendersonville to establish a capital reserve to fund future capital improvements; and

WHEREAS, the capital reserve fund will be used in conjunction with a multi-year capital improvement program to be reviewed annually during the budget process;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA THAT:

Section 1: The City Council hereby creates a Capital Reserve Fund as allowed under N.C.G.S. 159-18.

Section 2: The Capital Reserve Fund shall be established to provide funds for future capital improvements as identified in a five-year capital improvement program. ~~This fund shall remain open for a period not to exceed five years, unless renewed by the City Council.~~

Section 3: The City shall develop a five-year capital improvement program to be reviewed annually during the budget process to determine capital needs.

Section 4: No funds shall be expended from the Capital Reserve unless approved by the City Council.

Section 5: The objective of the City shall be to maintain a General Fund ~~undesignated fund balance of forty five percent (45%)~~ **unassigned fund balance range between twenty-five and thirty-five percent (25%-35%)** of total General Fund expenditures for any given fiscal year **as established by the resolution to adopt an Undesignated Fund Balance Policy adopted by City Council on June 4, 2015.**

Section 6: The City Manager **may recommend that any** ~~is directed to recommend that all~~ ~~undesignated~~ **unassigned** fund balance exceeding ~~forty five percent (45%)~~ **thirty-five percent (35%)** of total General Fund expenditures as determined by using audited June 30 financial statements be transferred to the Capital Reserve Fund. **The City Manager will report to City Council any funds transferred from the General Fund to the Capital Reserve Fund.** Other funds may be appropriated to the Reserve from time to time as specified by the City Council.

Section 7: This resolution shall become effective immediately upon its adoption.

~~Adopted this fourth day of May, 1995.~~

Amended this fourth day of June, 2015.

ATTEST:

Tammie K. Drake, MMC, City Clerk

Barbara G. Volk, Mayor



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 5/27/2015

Presenter: John Connet

Date of Council Meeting to consider this item: June 4, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 05m

Over the last several months residents in the 9th Avenue West and Oak Street area have expressed concerns regarding traffic flow in their neighborhood. These concerns are associated with the fact that Hendersonville Elementary, Hendersonville Middle and the new Joint Health Education Facility are located in this area. The City Council has committed to completing a traffic circulation study for this area and City staff recommends hiring Kimley Horn to do this work. Kimley Horn has submitted the attached proposal and staff recommends approval of the agreement. Funds are included in the FY 2015-16 Budget to complete this study.

Budget Impact: \$35,000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Approve in the FY 2015-2016 Budget

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 proposal from Kimley Horn to conduct a Traffic Circulation Study in the 9th Avenue West neighborhood and authorize the City Manager to execute the agreement on behalf of the City.

Attachments:

Kimley Horn Proposal



May 20, 2015

Mr. John Connet, ICMA-CM
City Manager
City of Hendersonville
145 Fifth Avenue East
Hendersonville, NC 28792

RE: *Hendersonville Circulation Study*

Dear John:

Kimley-Horn (“KH” or “the Consultant”) is pleased to submit this letter agreement (“the Agreement”) to the City of Hendersonville (“the Client” or “the City”) for providing corridor transportation engineering and planning services for the City of Hendersonville. Our project understanding, scope of services, schedule and fees are below.

PROJECT UNDERSTANDING

Per our conversations the approach outlined below focuses on developing a comprehensive strategy for the area bounded by US 64, Haywood Road, Orleans Avenue and Oakland Street corridors utilizing traffic forecasting, operations analysis, concept design alternatives, stakeholder collaboration and public involvement.

SCOPE OF SERVICES

Based on discussions with you, we have developed the following scope of services and have crafted them into two Phases.

Phase 1

Task 1 – Project Kickoff and Data Collection

KH will schedule a project initiation meeting with the Client staff, NCDOT, and the Project Steering Team (PST) to allow for discussion of the project history, study protocols, project approach, schedule and deliverables. The composition of the PST will be defined by the City of Hendersonville. The key objective of the initiation meeting will be to engage engineering and planning staff; discuss the outcome and results of traffic forecasting methodology and volumes; gain consensus on the forecast volumes developed in Task 1; build consensus about the importance of the corridor study process; communicate project scope, approach and schedule; and identify representative stakeholders.

The Consultant shall prepare for, and attend, a project kick-off meeting that will be held in Hendersonville. The City will identify key staff that will compose a project steering team (PST) to work with the Consultant during the project. The Consultant shall record the minutes of the kick-off meeting and prepare meeting summaries to be distributed to the PST.

KH will conduct a field visit (one day) to view observable conditions in the study area, conduct field measurements, take pictures and collect information including the location of obstructions and design features of existing corridors – ultimately to develop base mapping for the project. KH will document the existing lane geometry, intersection control, and speed limits as well as other pertinent data. Existing conditions will be documented by using still photography and field notes.

For use in the analysis of the existing conditions, we will obtain available traffic count data and signal timing information from NCDOT for the existing signal operating conditions. If that data is unavailable, the traffic analysis will be based on phasing information obtained during the field visit.

Utilizing existing GIS information and field reconnaissance, KH will develop base mapping (ArcView format) for the project.

Task 2 – Public Engagement

To accommodate the needs of this project and based on client direction, we have developed a three stage public involvement strategy for this project. Kimley-Horn will provide concise documentation of public involvement efforts, including summaries of meetings, contacts made, and input received during stakeholder discussions or public meetings.

Kimley-Horn will work with the City to identify individuals and small groups to be included in the Stakeholder interviews or small group discussions. These gatherings may include discussions with key staff members, elected or appointed officials, and interest group members such as area developers, area business owners and property managers, public agencies, etc. Up to eight (8) interviews are included in this scope of services for this subtask. Potential stakeholders include the Hospital, Elementary School, Middle School, High School and residents within the neighborhood. The intent is to conduct as many of these interviews in-person, however, some may occur via phone.

Additional interviews requested beyond those that are accommodated within the interview duration may be accomplished as Additional Services.

Task 3 - Development and Evaluation of Transportation Alternatives

Based on the information developed in subsequent tasks the project team will work with the City to develop a series of transportation design alternatives that will include long-term improvements with mid-term solutions guided by funding options/opportunities, critical congestion areas, traffic operations, and safety. Other recommendations including land use, connectivity and travel demand management strategies may also be included.

Task 4 – Council Presentation

Kimley-Horn will conduct a council presentation for the City of Hendersonville. We will work with the staff to determine the best venue and presentation style to effectively communicate the results of the study.

Phase 2

Pending the findings and direction received from the City of Hendersonville, KH will develop the following tasks as a part of Phase 2.

Task 1 – Alternatives Evaluation

Kimley-Horn will utilize Synchro and Sim Traffic to analyze operations within the study area. KH will work with the PST to determine the intersections for this evaluation. As a part of this scope of services, six intersections have been included. Peak one (1) hour turning movement counts will be collected for the study area intersections. The peak one (1) hour will be determined based on coordination with NCDOT and the City of Hendersonville. Performance metrics to be evaluated will include level of services (LOS), travel time, corridor delay, and average queue lengths

Task 2 – Illustrative Concepts

Kimley-Horn will prepare illustrative concepts of the proposed improvements. The intent of the conceptual designs will be to communicate the intent of the improvements. Known impacts will be identified on the concepts such as utilities, natural and human environment. These conceptual designs will be the basis for the development of the planning level opinion of probable construction costs. Nontraditional travel modes will be included in the conceptual designs such as bicycle and pedestrian. These conceptual designs will be graphically presented on available aerial photography.

Task 3 – Opinions of Probable Construction Cost

Kimley-Horn will develop opinions of probable construction costs (cost estimates) for up to four intersection concepts. These OPCC will be based on current NCDOT bid tab data and will cover major/known elements of the intersections design. The cost estimates will be summarized in tabular format for the concepts developed.

Task 4 – Stakeholder Meeting and Council Briefing

Kimley-Horn will conduct a follow up meeting with the PST and stakeholders to discuss the findings of the technical analysis as well as the transportation alternatives.

Kimley-Horn will conduct a council presentation for the City of Hendersonville. We will work with the staff to determine the best venue and presentation style to effectively communicate the results of the study.

Task 5 – Technical Memorandum

Following completion of the Tasks in Phases 1 and 2, Kimley-Horn will produce a Technical Workbook summarizing the public process and outcomes, issues and concerns, trends, description of

scenarios evaluated, preferred scenario concepts and diagnostic reporting. The draft Workbook will include graphic maps representing the recommendations of the study, including access management, development and redevelopment opportunities, and design alternatives. The Workbook may include photos, hand sketches, computer generated images, typical cross sections, and a plan view image of certain corridor segments showing specific design treatments to be considered during subsequent studies. The workbook will also serve as an action plan outlining capital improvements and provide direction regarding short and long term phasing of the improvements. Kimley-Horn will submit two (2) copies of the draft report to the client as well as an electronic copy for distribution and review by others.

Following a thorough review of the draft Workbook by the Client, Kimley-Horn will develop a final version of both documents. Kimley-Horn will submit five (5) copies of the final Workbook to the Client. The Client will be responsible for reproduction and distribution cost of all additional printed reports. Kimley-Horn will also prepare an Adobe Portable Document Format (PDF) version of the Workbook for posting on the project website and electronic distribution.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Right-of-way abandonment coordination
- Roadway design
- Utility relocation design
- Construction management
- Right-of-way cost estimates

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional traffic analysis
- Land use ordinance and code writing
- Full roadway design services
- Construction phase services
- NEPA planning and documentation
- Water and wastewater design
- Landscape planning
- Additional meetings not already identified in this scope of services

Both parties must agree in writing prior to any additional services or work is begun.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by KH during the project as outlined in the tasks described above in the Scope of Services.

Schedule

We will provide our services as expeditiously as practicable to meet the project schedule. The nine month production time described in this agreement is dependent upon the Client to ensure meeting availability and review/comments on the deliverables.

Fee and Billing

KH will perform the Scope of Services for a lump sum fee of \$35,000 according to the following breakdown:

- Phase 1 - \$15,000
- Phase 2 - \$20,000

All permitting, application, and similar project fees will be paid directly by the Client.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date, and will include a letter outlining of project progress by task. Payment will be due within 30 days of your receipt of the invoice. Please inform us if you have preferred invoicing format.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the City of Hendersonville.

KH, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

- Please email all invoices to: _____
- Please email all invoices to _____
AND provide a hard copy to the address listed above (please note below if it should be to someone else's attention or an alternative address).
- Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to someone else's attention or an alternative address).

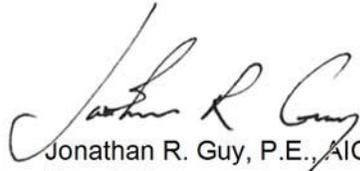
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

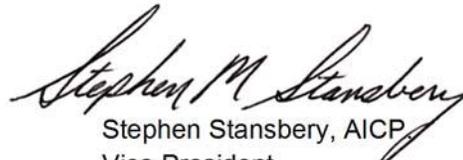
We appreciate the opportunity to provide these services to you. Please contact us if you have any questions at 704-333-5131.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By:


Jonathan R. Guy, P.E., AICP
Associate


Stephen Stansbery, AICP
Vice President

Agreed to this day of , _____.

**City of Hendersonville
A Municipality**

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

This instrument has been pre-audited in a manner required by applicable law.

_____, Finance Officer

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners



KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically for services performed and expenses incurred. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due

and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking

herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed the limits of the Consultant's professional liability insurance. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any

contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 05/18/15

Presenter: John Connet

Date of Council Meeting to consider this item: 06/04/15

Nature of Item: Council Action

Summary of Information/Request:

Item # 06

Budget Ordinance adopting the City's Budget for FY15-16.

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

Adopts next fiscal year's budget (FY15-16)

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

I move to adopt the Budget Ordinance for Fiscal Year 2015-2016.

Attachments:

See the budget ordinance, CIP summary tables, and fee schedule tables (excerpts from the budget document) below...

Ordinance # _____

BUDGET ORDINANCE**AN ORDINANCE MAKING APPROPRIATIONS FOR CERTAIN EXPENSES,
CAPITAL IMPROVEMENTS AND INDEBTEDNESS OF
THE CITY OF HENDERSONVILLE, NORTH CAROLINA
FOR THE YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016**

WHEREAS, the City of Hendersonville is coming to the conclusion of its fiscal year and will enter into a new fiscal year on July 1, 2015; and

WHEREAS, it is necessary and required that prior to entering into a new fiscal year a budget must be passed and adopted for the operation of the city government; and

WHEREAS, a public hearing and a work session have been held wherein the public has been notified and invited to be present.

**THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF HENDERSONVILLE,
NORTH CAROLINA:**

SECTION 1: The following amounts are hereby appropriated for the operating budget for the City of Hendersonville and its activities for the fiscal year beginning July 1, 2015, and ending June 30, 2016, in accordance with the chart of accounts heretofore established for this City:

General Fund	\$13,570,033
Downtown Tax District	\$593,145
Seventh Avenue District	\$23,839
Water/Sewer Fund	\$24,763,376
Environmental Services Fund	\$1,511,248
TOTAL APPROPRIATIONS	\$40,461,641
Less: Interfund Transfers	\$8,005,600
TOTAL NET APPROPRIATIONS	<u>\$32,456,041</u>

SECTION 2: That the attached detailed budget document be, and the same reflects the estimated revenues, revenue contributions, and budget appropriations of the City of Hendersonville, North Carolina, for the period beginning July 1, 2015, and ending June 30, 2016. A copy of said document will be available for inspection in the Office of the City Clerk.

SECTION 3: That the City Clerk has published notice of this public hearing and a summary of the proposed budget in a newspaper of local circulation.



SECTION 4: That no appropriations for salaries shall be changed unless authorized by the Council. Appropriations between departments or divisions within one fund, other than salaries, including contingency appropriations, may be transferred therein by the City Manager for the purpose of equalizations when necessary as long as the original total appropriated balance for the fund is not changed. Appropriations within a departments, other than salaries, may be transferred by the department head to make equalizations when necessary.

SECTION 5: There is hereby levied a tax at the rate of forty-four cents (\$0.46) per one hundred dollars valuation of property as listed for taxes as of March 1, 2015. This rate is based on an estimated total valuation of property for the purpose of taxation of \$1,720,595,753 and estimated collection rate of 97%.

Also levied is a tax rate of twenty-eight cents (\$0.28) per one hundred dollars (\$100) valuation of property as listed for taxes as of March 1, 2015, for a special service district established for the purpose of a Downtown Revitalization Project. This rate is based on an estimated total valuation of property for the purpose of taxation of \$81,700,000 and an estimated collection rate of 95.78%.

A tax rate is also levied of twelve (\$0.12) per one hundred dollars (\$100) valuation of property as listed for taxes as of March 1, 2015, for the Seventh Avenue Municipal Service District formed upon a petition of some of the property owners, established for the purpose of landscaping improvements and special events in the district. The rate is based on an estimated total valuation of property for the purpose of taxation of \$9,200,000 and an estimated collection rate of 92.40%.

There is hereby adopted an official *Fee Schedule* listing specific fees, business licenses, and utility rates charged by the City of Hendersonville for:

- a) the use of City facilities and equipment for the purposes of making them available to public
- b) specific utility rates the proceeds of which are for the maintenance and expansion of its water and sewer system
- c) the administration of a system of business licenses taxation to generate revenue for the General Fund under the authority of North Carolina General Statutes (NCGS) §160A-211,
- d) the reproduction of public records and other miscellaneous services to cover the actual cost of producing these documents and information under the provision of NCGS §132-6.2.

The *Fee Schedule* is incorporated by reference and placed on file in the Office of the City Clerk.



SECTION 6: That the capital items identified on the following schedule and forecasted for acquisition over the upcoming five-year period be adopted as the official Capital Improvement Plan of the City of Hendersonville.

The *Capital Improvement Plan* is incorporated by reference and placed on file in the office of the City Clerk.

SECTION 7: The following amounts are hereby appropriated for the special budgets for the City of Hendersonville and its activities for the fiscal year beginning July 1, 2015, and ending June 30, 2016, in accordance with the chart of accounts heretofore established for this City:

Health & Welfare Fund	\$356,765
Historic Preservation Commission	\$15,094
Fire Dept. Community Fund	\$1,500
Capital Reserve Fund – GF	\$264,960
Capital Reserve Fund – WS	\$0
Police – DARE	\$4,271
Police – KENNEL	\$3,133
Police – MOTOR UNIT	\$2,188
Police – NEEDY PERSONS	\$23,868
Police – RAD	\$2,459
Police – YOUTH EXPLORERS	\$5,414
Police – DRUG FORFEITURES	\$36,357

SECTION 8: That copies of this Budget Ordinance shall be furnished to the City Clerk, City Manager and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

SECTION 9: This ordinance shall become effective on and after July 1, 2015.

SECTION 10: That all ordinances and parts of ordinances in conflict herewith be and the same hereby repealed.



Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 4th day of June, 2015.

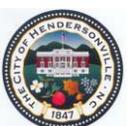
ATTEST:

Barbara Volk, Mayor, City of Hendersonville

Tammie K. Drake, MMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



YEAR	PROJECT	TOTAL COST	FUNDING MECHANISM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	FUTURE YEARS
ADMINISTRATION									
FY15-16	Council Chamber Technology Upgrade	\$66,590	Cash	\$33,295	\$33,295	\$0	\$0	\$0	\$0
FY15-16	All Projects	\$66,590		\$33,295	\$33,295	\$0	\$0	\$0	\$0
All	ADMINISTRATION	\$66,590		\$33,295	\$33,295	\$0	\$0	\$0	\$0
CITY ENGINEER									
FY15-16	Blythe Street Sidewalks	\$250,000	Bond	\$250,000	\$0	\$0	\$0	\$0	\$0
FY15-16	N. Main St. Sidewalks	\$400,000	Bond	\$400,000	\$0	\$0	\$0	\$0	\$0
FY15-16	All Projects	\$400,000		\$400,000	\$0	\$0	\$0	\$0	\$0
All	CITY ENGINEER	\$400,000		\$400,000	\$0	\$0	\$0	\$0	\$0
FINANCE									
FY15-16	Bank Reconciliation Software	\$4,450	Cash	\$4,450	\$0	\$0	\$0	\$0	\$0
FY15-16	All Projects	\$4,450		\$4,450	\$0	\$0	\$0	\$0	\$0
All	FINANCE	\$4,450		\$4,450	\$0	\$0	\$0	\$0	\$0
FIRE									
FY16-17	Replacement of AED's	\$25,000	Cash	\$0	\$25,000	\$0	\$0	\$0	\$0
FY16-17	Inflatable Fire Education House	\$27,500	Cash	\$0	\$27,500	\$0	\$0	\$0	\$0
FY16-17	Replacement of Engine 4 (Currently 23 years old)	\$900,000	Loan	\$0	\$900,000	\$0	\$0	\$0	\$0
FY16-17	All Projects	\$27,500		\$0	\$952,500	\$0	\$0	\$0	\$0
FY18-19	Replacement of Self-Contained Breathing Apparatus	\$200,000	Cash	\$0	\$0	\$0	\$40,000	\$40,000	\$120,000
FY18-19	Thermal Imaging Cameras	\$45,000	Cash	\$0	\$15,000	\$15,000	\$0	\$15,000	\$30,000
FY18-19	All Projects	\$245,000		\$0	\$15,000	\$15,000	\$40,000	\$55,000	\$150,000
FY19-20	Replace Deputy Fire Chief Vehicle	\$40,000	Cash	\$0	\$0	\$0	\$0	\$40,000	\$0
FY19-20	All Projects	\$40,000		\$0	\$0	\$0	\$0	\$40,000	\$0
FY20+	L-1 Replacement	\$1,400,000	Loan	\$0	\$0	\$0	\$0	\$0	\$1,400,000
FY20+	All Projects	\$1,400,000		\$0	\$0	\$0	\$0	\$0	\$1,400,000
All	FIRE	\$1,712,500		\$0	\$967,500	\$15,000	\$40,000	\$95,000	\$1,550,000
POLICE									
FY15-16	Vehicle Replacement	\$952,200	Cash	\$124,200	\$207,000	\$207,000	\$207,000	\$207,000	\$0
FY15-16	All Projects	\$952,200		\$124,200	\$207,000	\$207,000	\$207,000	\$207,000	\$0
FY16-17	EnCase Forensic Computer Data Recovery System	\$16,000	Cash	\$0	\$16,000	\$0	\$0	\$0	\$0
FY16-17	Computer Equipment Replacement	\$56,000	Cash	\$0	\$21,000	\$20,000	\$15,000	\$0	\$0
FY16-17	Police Mobile System Server & Software	\$126,000	Cash/StateAid	\$0	\$23,000	\$23,000	\$0	\$0	\$0
FY16-17	All Projects	\$198,000		\$0	\$60,000	\$43,000	\$15,000	\$0	\$0
FY17-18	MDT Replacements	\$44,000	Cash	\$0	\$0	\$22,000	\$22,000	\$0	\$0
FY17-18	All Projects	\$44,000		\$0	\$0	\$22,000	\$22,000	\$0	\$0
All	POLICE	\$1,194,200		\$124,200	\$267,000	\$229,000	\$229,000	\$207,000	\$0
PUBLIC WORKS									
FY15-16	Motor Vehicles	\$27,500	Cash	\$27,500	\$0	\$0	\$0	\$0	\$0
FY15-16	Old Tracey Grove Road Bridge Replacement Project	\$1,040,000	NCDOT (FHWA)	\$150,000	\$890,000	\$0	\$0	\$0	\$0
FY15-16	Patton Pool - Cover for Pool	\$18,000	Cash	\$18,000	\$0	\$0	\$0	\$0	\$0
FY15-16	Salt Spreaders	\$42,000	Cash	\$14,000	\$14,000	\$14,000	\$0	\$0	\$0
FY15-16	Snow Blades	\$40,000	Cash	\$10,000	\$10,000	\$10,000	\$10,000	\$0	\$0
FY15-16	Zero Turn Mower	\$28,000	Cash	\$14,000	\$14,000	\$0	\$0	\$0	\$0
FY15-16	All Projects	\$1,195,500		\$233,500	\$928,000	\$24,000	\$10,000	\$0	\$0
FY16-17	Backhoe Replacement	\$85,000	Cash	\$0	\$85,000	\$0	\$0	\$0	\$0
FY16-17	Berkeley Park Improvements	\$750,000	Cash	\$0	\$300,000	\$250,000	\$200,000	\$0	\$0
FY16-17	Boyd Tennis Court Light	\$28,000	Cash	\$0	\$28,000	\$0	\$0	\$0	\$0
FY16-17	Gateway Signs	\$48,000	Cash	\$0	\$12,000	\$12,000	\$12,000	\$12,000	\$0
FY16-17	Jonesboro Storm Water Pipe	\$13,000	Cash	\$0	\$13,000	\$0	\$0	\$0	\$0
FY16-17	Nitrogen Tire Filling Station	\$8,000	Cash	\$0	\$8,000	\$0	\$0	\$0	\$0
FY16-17	Patton Park Field Light Replacement	\$150,000	Cash	\$0	\$150,000	\$0	\$0	\$0	\$0
FY16-17	Patton Park Pond	\$32,000	Cash	\$0	\$32,000	\$0	\$0	\$0	\$0
FY16-17	Patton Park Pedestrian Bridge and Vehicular Bridge Replacement	\$50,000	Cash	\$0	\$50,000	\$0	\$0	\$0	\$0
FY16-17	Patton Pool Lights	\$17,000	Cash	\$0	\$17,000	\$0	\$0	\$0	\$0
FY16-17	Patton Pool Umbrellas	\$20,000	Cash	\$0	\$20,000	\$0	\$0	\$0	\$0
FY16-17	Resurface Whitmire Building Parking Lot	\$20,000	Cash	\$0	\$20,000	\$0	\$0	\$0	\$0
FY16-17	Sidearm Mower and Tractor Replacement	\$105,000	Cash	\$0	\$105,000	\$0	\$0	\$0	\$0
FY16-17	Tom's Park Pedestrian Bridge	\$30,000	Cash	\$0	\$30,000	\$0	\$0	\$0	\$0
FY16-17	Traffic Conflict Monitor Tester	\$15,000	Cash	\$0	\$15,000	\$0	\$0	\$0	\$0
FY16-17	All Projects	\$1,371,000		\$0	\$885,000	\$262,000	\$212,000	\$12,000	\$0



YEAR	PROJECT	TOTAL COST	FUNDING MECHANISM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	FUTURE YEARS
PUBLIC WORKS									
FY17-18	Boyd Park Mini-Golf Lights	\$17,000	Cash	\$0	\$0	\$17,000	\$0	\$0	\$0
FY17-18	Fleet Maintenance Lot Resurfacing	\$65,000	Cash	\$0	\$0	\$65,000	\$0	\$0	\$0
FY17-18	Grounds Maintenance Equipment Storage	\$40,000	Cash	\$0	\$0	\$40,000	\$0	\$0	\$0
FY17-18	Maple Street Improvements	\$270,000	Powell Bill Fund	\$0	\$0	\$270,000		\$0	\$0
FY17-18	Pavement Condition Survey	\$17,000	Cash	\$0	\$0	\$17,000	\$0	\$0	\$0
FY17-18	Streets Dept Walk Saw	\$6,000	Cash	\$0	\$0	\$6,000	\$0	\$0	\$0
FY17-18	Sullivan Park Improvements	\$25,000	Cash	\$0	\$0	\$25,000	\$0	\$0	\$0
FY17-18	Wayfinding Signage	\$75,000	Cash	\$0	\$0	\$75,000	\$0	\$0	\$0
FY17-18	Whitmire Building Floor Replacement	\$30,000	Cash	\$0	\$0	\$30,000	\$0	\$0	\$0
FY17-18	<i>All Projects</i>	<i>\$545,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$545,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
FY18-19	Air Compressor	\$18,000	Cash	\$0	\$0	\$0	\$18,000	\$0	\$0
FY18-19	Asphalt Roller	\$65,000	Cash	\$0	\$0	\$0	\$65,000	\$0	\$0
FY18-19	Hendersonville Gateway Park	\$110,000	Cash	\$0	\$0	\$0	\$110,000	\$0	\$0
FY18-19	Patton Park Tennis Court Lights	\$36,000	Cash	\$0	\$0	\$0	\$36,000	\$0	\$0
FY18-19	<i>All Projects</i>	<i>\$229,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$229,000</i>	<i>\$0</i>	<i>\$0</i>
FY19-20	Bucket Truck Replacement	\$100,000	Cash	\$0	\$0	\$0	\$0	\$100,000	\$0
FY19-20	Rotary Park Playground Equipment	\$15,000	Rotary Donation	\$0	\$0	\$0	\$0	\$15,000	\$0
FY19-20	<i>All Projects</i>	<i>\$115,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$115,000</i>	<i>\$0</i>
FY20+	Columbarium at Oakdale Cemetery	\$18,000	Cash	\$0	\$0	\$0	\$0	\$0	\$18,000
FY20+	Southside Park Development	\$2,400,000	Grant	\$0	\$0	\$0	\$0	\$0	\$2,400,000
FY20+	Splash Pad or Water Slide	\$130,000	Cash	\$0	\$0	\$0	\$0	\$0	\$130,000
FY20+	<i>All Projects</i>	<i>\$2,548,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,548,000</i>
All	PUBLIC WORKS	\$6,003,500		\$233,500	\$1,813,000	\$831,000	\$451,000	\$127,000	\$2,548,000
ZONING									
FY15-16	Zoning Building Improvements	\$50,000	Cash	\$50,000	\$0	\$0	\$0	\$0	\$0
FY15-16	<i>All Projects</i>	<i>\$50,000</i>		<i>\$50,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
All	ZONING	\$50,000		\$50,000	\$0	\$0	\$0	\$0	\$0
PUBLIC WORKS DOWNTOWN									
FY15-16	Electric Panel Upgrade on Main Street	\$30,000	Cash	\$15,000	\$15,000	\$0	\$0	\$0	\$0
FY15-16	Lighting on Downtown Avenues	\$75,000	Cash	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$0
FY15-16	Parking Kiosks	\$112,000	Loan	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$32,000
FY15-16	<i>All Projects</i>	<i>\$217,000</i>		<i>\$46,000</i>	<i>\$46,000</i>	<i>\$31,000</i>	<i>\$31,000</i>	<i>\$31,000</i>	<i>\$32,000</i>
FY17-18	Hanging Baskets on King Street	\$12,000	Cash	\$0	\$0	\$12,000	\$0	\$0	\$0
FY17-18	<i>All Projects</i>	<i>\$12,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$12,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
All	DOWNTOWN	\$229,000		\$46,000	\$46,000	\$43,000	\$31,000	\$31,000	\$32,000
PUBLIC WORKS ENVIRONMENTAL SERVICES									
FY15-16	Truck Replacement Schedule	\$650,000	Loan	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$500,000
FY15-16	<i>All Projects</i>	<i>\$650,000</i>		<i>\$30,000</i>	<i>\$30,000</i>	<i>\$30,000</i>	<i>\$30,000</i>	<i>\$30,000</i>	<i>\$500,000</i>
FY16-17	Environmental Services Building	\$25,000	Cash	\$0	\$25,000	\$0	\$0	\$0	\$0
FY16-17	<i>All Projects</i>	<i>\$25,000</i>		<i>\$0</i>	<i>\$25,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
All	ENVIRONMENTAL SERVICES	\$675,000		\$30,000	\$55,000	\$30,000	\$30,000	\$30,000	\$500,000
PUBLIC WORKS 7TH AVENUE									
FY17-18	Parking Lot Purchase/Upgrade	\$100,000	Cash	\$0	\$0	\$100,000	\$0	\$0	\$0
FY17-18	<i>All Projects</i>	<i>\$100,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$100,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
All	7TH AVENUE	\$100,000		\$0	\$0	\$100,000	\$0	\$0	\$0



YEAR	PROJECT	TOTAL COST	FUNDING MECHANISM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	FUTURE YEARS
WATER & SEWER									
FY15-16	Bank Reconciliation Software	\$4,450	Cash	\$4,450	\$0	\$0	\$0	\$0	\$0
FY15-16	Cobblestone Hydro Pump Station	\$200,000	Cash	\$200,000	\$0	\$0	\$0	\$0	\$0
FY15-16	Eastside Transmission Main, Phase 2	\$2,820,000	Cash/Loan	\$400,000	\$2,420,000	\$0	\$0	\$0	\$0
FY15-16	Equipment Shed	\$250,000	Cash	\$250,000	\$0	\$0	\$0	\$0	\$0
FY15-16	Garden Lane Pump Station Elimination	\$197,000	Cash	\$197,000	\$0	\$0	\$0	\$0	\$0
FY15-16	Generators and ATS	\$2,250,000	Cash	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,500,000
FY15-16	Glenbrook Gravity Sewer	\$364,000	Cash	\$364,000	\$0	\$0	\$0	\$0	\$0
FY15-16	Gravity Filter Replacement	\$1,250,000	Cash	\$1,250,000	\$0	\$0	\$0	\$0	\$0
FY15-16	Inflow and filtration Improvements	\$2,000,000	Cash	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,500,000
FY15-16	Motor Vehicles	\$2,500,000	Cash	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,500,000
FY15-16	Northside (Fletcher Area) Water System Improvements	\$3,121,200	Cash	\$3,121,200	\$0	\$0	\$0	\$0	\$0
FY15-16	Rugby Drive 12-inch Interconnection	\$769,000	Cash	\$97,000	\$672,000	\$0	\$0	\$0	\$0
FY15-16	Rutledge Rd. Water System Improvements	\$375,200	Cash	\$30,200	\$345,000	\$0	\$0	\$0	\$0
FY15-16	SCADA System Upgrade	\$1,586,000	Cash	\$793,000	\$793,000	\$0	\$0	\$0	\$0
FY15-16	Trench Roller/Compactor	\$60,000	Cash	\$60,000	\$0	\$0	\$0	\$0	\$0
FY15-16	Vacuum Excavator	\$50,000	Cash/Loan	\$50,000	\$0	\$0	\$0	\$0	\$0
FY15-16	WTP Centrifuge	\$308,000	Cash	\$308,000	\$0	\$0	\$0	\$0	\$0
FY15-16	WTP High Service Pump Station Upgrade	\$2,164,000	Cash	\$2,164,000	\$0	\$0	\$0	\$0	\$0
FY15-16	WTP Raw Water Intake System	\$64,000	Cash	\$32,000	\$0	\$0	\$0	\$0	\$32,000
FY15-16	<i>All Projects</i>	<i>\$20,332,850</i>		<i>\$9,770,850</i>	<i>\$4,680,000</i>	<i>\$450,000</i>	<i>\$450,000</i>	<i>\$450,000</i>	<i>\$4,532,000</i>
FY16-17	Howard Gap Rd. Water Extension, Phase 1	\$1,027,000	Cash	\$0	\$92,000	\$935,000	\$0	\$0	\$0
FY16-17	Mud Creek Sewer Replacement	\$1,116,000	Cash	\$0	\$1,116,000	\$0	\$0	\$0	\$0
FY16-17	Pathways of Solomon Jones Hydro Pump Station	\$200,000	Cash	\$0	\$200,000	\$0	\$0	\$0	\$0
FY16-17	Southside Water System Improvements	\$2,977,000	Cash	\$0	\$389,000	\$2,588,000	\$0	\$0	\$0
FY16-17	WTP Relocate Raw Water Intake - MR	\$427,000	Cash	\$0	\$87,000	\$340,000	\$0	\$0	\$0
FY16-17	WWTP Generator & ATS	\$911,000	Loan	\$0	\$911,000	\$0	\$0	\$0	\$0
FY16-17	<i>All Projects</i>	<i>\$6,658,000</i>		<i>\$0</i>	<i>\$2,795,000</i>	<i>\$3,863,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
FY17-18	36-inch Asphalt Saw	\$27,000	Loan/Grant	\$0	\$0	\$27,000	\$0	\$0	\$0
FY17-18	Backhoe/Excavator Replacements	\$353,000	Loan	\$0	\$0	\$71,000	\$0	\$0	\$282,000
FY17-18	Dump Truck Replace - Water	\$390,000	Cash	\$0	\$0	\$80,000	\$80,000	\$0	\$230,000
FY17-18	Howard Gap Rd. Water Main Extension, Phase 2	\$1,916,000	Cash	\$0	\$0	\$250,000	\$1,666,000	\$0	\$0
FY17-18	NC-191 Transmission Line Upgrade	\$2,100,000	Cash/NCDOT	\$0	\$0	\$700,000	\$700,000	\$700,000	\$0
FY17-18	S. Rugby Road Water Main Interconnection	\$1,496,000	Cash	\$0	\$0	\$230,000	\$1,266,000	\$0	\$0
FY17-18	Smokey Ridge Apartments Sewer Pump Station Elimination	\$407,000	Cash	\$0	\$0	\$407,000	\$0	\$0	\$0
FY17-18	WTP Bradley Creek Reservoir Dredging	\$625,000	Cash	\$0	\$0	\$43,000	\$582,000	\$0	\$0
FY17-18	<i>All Projects</i>	<i>\$7,314,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$1,808,000</i>	<i>\$4,294,000</i>	<i>\$700,000</i>	<i>\$512,000</i>
FY18-19	Air Compressor Replacements	\$54,000	Cash	\$0	\$0	\$0	\$18,000	\$18,000	\$18,000
FY18-19	Oakland St. and Fleming St. Sanitary Sewer and Water Improvements	\$2,135,000	Cash	\$0	\$0	\$0	\$2,135,000	\$0	\$0
FY18-19	Pace Rd. Water Main Extension and Interconnect	\$861,000	Cash	\$0	\$0	\$0	\$41,000	\$820,000	\$0
FY18-19	WWTP Sludge Drying System	\$3,912,000	Cash	\$0	\$0	\$0	\$227,000	\$3,685,000	\$0
FY18-19	<i>All Projects</i>	<i>\$6,962,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,421,000</i>	<i>\$4,523,000</i>	<i>\$18,000</i>



YEAR	PROJECT	TOTAL COST	FUNDING MECHANISM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	FUTURE YEARS
WATER & SEWER									
FY19-20	Dana Rd. Water Main Extension	\$1,423,000	Cash	\$0	\$0	\$0	\$0	\$225,000	\$1,198,000
FY19-20	Eastside Improvements - Phase 3	\$1,662,000	Cash	\$0	\$0	\$0	\$0	\$200,000	\$1,462,000
FY19-20	Finley Cove Rd. Pump Station	\$189,000	Cash	\$0	\$0	\$0	\$0	\$56,000	\$133,000
FY19-20	Willow Rd., Cherokee Dr., Park St. Sanitary Sewer and Water Improvements	\$3,120,000	Cash	\$0	\$0	\$0	\$0	\$3,120,000	\$0
FY19-20	WTP Expansions, 18-MGD	\$12,832,000	Loan	\$0	\$0	\$0	\$0	\$225,000	\$12,607,000
FY19-20	WTP SCADA System Servers	\$104,000	Cash	\$0	\$0	\$0	\$0	\$26,000	\$78,000
FY19-20	<i>All Projects</i>	<i>\$19,330,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$3,852,000</i>	<i>\$15,478,000</i>
FY20+	1st Avenue W and Oak St. Sanitary Sewer and Water Improvements	\$739,000	Cash	\$0	\$0	\$0	\$0	\$0	\$739,000
FY20+	7th Avenue Residential Sanitary Sewer and Water Improvements	\$862,000	Cash	\$0	\$0	\$0	\$0	\$0	\$862,000
FY20+	AMI Metering Infrastructure Replacement	\$11,557,000	Cash	\$0	\$0	\$0	\$0	\$0	\$11,557,000
FY20+	Backhoe/Excavator Replacement - Sewer	\$191,000	Cash	\$0	\$0	\$0	\$0	\$0	\$191,000
FY20+	Brookwood Sewer Pump Station Replacement	\$344,000	Cash	\$0	\$0	\$0	\$0	\$0	\$344,000
FY20+	CCTV Sewer Inspection Vehicle	\$470,000	Loan	\$0	\$0	\$0	\$0	\$0	\$470,000
FY20+	Cornerstone/Comet Dr. Sanitary Sewer Improvements	\$123,000	Cash	\$0	\$0	\$0	\$0	\$0	\$123,000
FY20+	Druid Hills Sanitary Sewer and Water Improvements	\$4,016,000	Cash	\$0	\$0	\$0	\$0	\$0	\$4,016,000
FY20+	Dump Truck Replace - Sewer	\$160,000	Cash	\$0	\$0	\$0	\$0	\$0	\$160,000
FY20+	Equipment Trailer Replacements - Water	\$30,000	Cash	\$0	\$0	\$0	\$0	\$0	\$30,000
FY20+	Fairgrounds Avenue (E. Flat Rock Area) - Repair and Replacement Project	\$1,566,000	Cash	\$0	\$0	\$0	\$0	\$0	\$1,566,000
FY20+	Florida Avenue Sanitary Sewer and Water Improvements	\$1,008,000	Cash	\$0	\$0	\$0	\$0	\$0	\$1,008,000
FY20+	French Broad River Raw Water Intake and Pump Station, Phase 2	\$4,974,000	Loan	\$0	\$0	\$0	\$0	\$0	\$4,974,000
FY20+	Fruitland Rd. Water Main Extension	\$1,483,000	Cash	\$0	\$0	\$0	\$0	\$0	\$1,483,000
FY20+	LongJohn Mountain Interconnect, Pump Stations and Storage Tank	\$3,587,000	Cash	\$0	\$0	\$0	\$0	\$0	\$3,587,000
FY20+	N. Highland Lake Rd. Interconnection	\$690,000	Cash	\$0	\$0	\$0	\$0	\$0	\$690,000
FY20+	N. Main St. Sanitary Sewer and Water Improvements	\$1,060,000	Cash	\$0	\$0	\$0	\$0	\$0	\$1,060,000
FY20+	Replace Equipment Trailers - Water	\$45,000	Cash	\$0	\$0	\$0	\$0	\$0	\$45,000
FY20+	S. Mills Gap Rd. Water Main Extension	\$1,125,000	Cash	\$0	\$0	\$0	\$0	\$0	\$1,125,000
FY20+	Sewer Vactor Truck Replacement	\$718,000	Loan	\$0	\$0	\$0	\$0	\$0	\$718,000
FY20+	Skid Steer ROW Clearing Equipment	\$82,000	Cash	\$0	\$0	\$0	\$0	\$0	\$82,000
FY20+	Spartanburg Highway Sanitary Sewer Improvements	\$117,000	Cash	\$0	\$0	\$0	\$0	\$0	\$117,000
FY20+	Tapping Machine (4" to 12")	\$60,000	Cash	\$0	\$0	\$0	\$0	\$0	\$60,000
FY20+	U.S. Highway 64 E / Highland Square Sanitary Sewer Improvements	\$142,000	Cash	\$0	\$0	\$0	\$0	\$0	\$142,000
FY20+	US Highway 64 West 30-inch Transmission Main	\$6,256,000	Cash	\$0	\$0	\$0	\$0	\$0	\$6,256,000
FY20+	Williams St. / 4th Avenue E Sanitary Sewer Replacement	\$267,000	Cash	\$0	\$0	\$0	\$0	\$0	\$267,000
FY20+	WWTP Expansion, 6.0 MGD	\$200,000	Cash	\$0	\$0	\$0	\$0	\$0	\$200,000
FY20+	<i>All Projects</i>	<i>\$41,872,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$41,872,000</i>
All	WATER & SEWER	\$102,468,850		\$9,770,850	\$7,475,000	\$6,121,000	\$7,165,000	\$9,525,000	\$62,412,000



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE
ADMINISTRATION	
Application for Certificate of Public Convenience & Necessity (taxicab)	\$60.00
CDs	\$1.00
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
Special Event Vendors: (per day)	
Food Vendors	\$30.00
Non-Food Vendors	\$15.00
ENGINEERING	
Stormwater Permit Fee	\$500.00
FIRE DEPARTMENT	
Operational Permits	
Amusement Buildings	\$50.00
Carnival and Fairs	\$50.00
Covered Mall Buildings	\$50.00
Exhibits and trade shows (per event)	\$50.00
Explosives	\$100.00
Fire Hydrants and Valves	\$50.00
Flammable and Combustible Liquids	\$100.00
Fumigation and thermal insecticide fogging	\$100.00
Private Hydrants	\$50.00
Pyrotechnic special effects material	\$100.00
Spraying and Dipping	\$100.00
Temporary membrane structures, tents, and canopies (excludes special events)	\$50.00
Construction Permits	
Automatic fire extinguishing systems	\$100.00
Compressed gas	\$100.00
Fire alarm and detection systems and related equipment	\$100.00
Fire pumps and related equipment	\$100.00
Flammable and Combustible liquids	\$100.00
Hazardous Materials	\$100.00
Industrial Ovens	\$100.00
LP Gas	\$100.00
Private fire hydrant	\$100.00
Spraying and Dipping	\$100.00
Standpipe systems	\$100.00
Temporary membrane structures, tents, canopies (Fee per site) (excludes special events)	\$50.00
Construction Plans Review	
Commercial hood suppression systems	\$100.00
Petroleum tanks and appurtenances	\$100.00
Sprinkler systems and fire alarm systems:	
1-50,000 square feet	\$50.00
50,001 to 75,000 square feet	\$100.00
75,001 to 100,000 square feet	\$150.00
100,001 to 150,000 square feet	\$200.00
150,001 square feet and over	\$300.00
Explosives and fireworks	\$100.00
Re-inspection Fee (Follow-up) per re-inspection	\$100.00
Work without a permit	\$250.00



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE
FIRE DEPARTMENT	
Hazardous Material Response Fees	
Engine Company Response - per engine (per hr.)	\$150.00
Ladder/Truck Response - per ladder/truck (per hr.)	\$200.00
Chief Officer - per officer (per hr.)	\$75.00
Fire Marshall/Deputy Fire Marshall - per person (per hr.)	\$50.00
Materials/Supplies Used	Actual replacement cost
Off Duty/Call Back Personnel	Average hourly rate x 1.5
Site Assessment Fee	\$50.00
FINANCE	
Business Registry Fee	\$100.00
Credit Card Processing Fee (per transaction) for Tax Payments	2.75%
Credit Card Processing Fee (per \$300) for Water & Sewer Bills	\$2.95
Returned check fee	\$25.00
Returned electronic item fee	\$10.00
Rejected bank draft	\$5.00
DEVELOPMENT ASSISTANCE	
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
Large Format Copy	\$10.00
Subdivision Ordinance (per page)	\$0.15
Comprehensive Plan (per page)	
Black	\$0.15
Color	\$0.25
Zoning Ordinance (per page)	\$0.15
Zoning Map	\$5.00
Annexation, Voluntary (contiguous or satellite)	\$17.00
Zoning Ordinance Text Amendments	\$175.00
Zoning Ordinance Map Amendment (Legislative Rezoning)	
Commercial or Industrial	\$275.00
Residential < 3 acres	\$175.00
Residential > 3 acres	\$225.00
Subdivision Plats	\$20/lot
Street Closing Petition (\$1000 deposit)	Actual Cost
Site Plan Reviews & Amendments	
Commercial, Industrial or Institutional	
5,000 - 10,000 square feet in floor area	\$300.00
10,000 - 50,000 square feet in floor area	\$450.00
Minor Planned Residential Developments	
3 - 10 dwellings	\$300.00
11 - 50 dwellings	\$450.00
Special Use Reviews & Amendments	\$100/acre (\$500 minimum)
Telecommunications Towers, Antennas and Equipment	
Basic Permit (C-3, I-1)	\$450.00
Special Use Permit	\$2500.00 ¹

¹Applicable only to applications required to meet the additional standards contained in Section 16-4-23.4. Fees for towers proposed for siting in PCD or PID district are included in the fee for special use review.



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE
DEVELOPMENT ASSISTANCE	
Administrative Review	No Charge
Conditional Use	\$200.00
Floodplain Development Permit	\$300.00
Non-Conforming Use	\$100.00
Temporary Use Permit	\$60.00
Nuisance Fee (Admin. Cost Doubles for each Offense within a Year)	Cost + \$100 Admin. Cost
Variance	\$75.00
Zoning Map	\$5.00
Zoning Permit	\$50.00
Demolition Admin Fee	\$100.00
Sign Permits (based on cost of sign)	
Minimum	\$40.00
\$1,000	\$45.00
\$2,000	\$50.00
\$3,000	\$55.00
\$4,000	\$60.00
\$5,000	\$65.00
\$6,000	\$70.00
\$7,000	\$75.00
\$8,000	\$80.00
\$9,000	\$85.00
\$10,000	\$90.00
Over \$10,000	\$40.00 per \$1000 over \$10,000

POLICE	
Fingerprinting	\$10.00
Precious Metals Dealer Background Check	\$75.00
Parking Fees, Fines & Penalties:	
Monthly parking space fee	\$20.00
Monthly parking space fee in the municipal service business district	\$30.00
Skyland Refundable Parking Permit	\$25.00
Construction parking permit (per day)	\$5.00
Parking meter (per 1/2 hour)	\$0.50
Overtime/Expired meter	\$25.00
Subsequent overtime	\$50 + Doubles each O/T
Loading Zone/15 minute parking	\$25.00
Crosswalk	\$25.00
Handicapped	\$250.00
Fire Lane	\$100.00
Fire Hydrant	\$100.00
Penalty after 15 days	\$25.00
Penalty after 30 days additional	\$50.00
Habitual Offender (3 Tickets or more in 30 days)	\$100.00

PUBLIC WORKS	
Operation Center Room Rental Rates	
Large Assembly Room (8 a.m. - 5 p.m.)	\$50.00
Large Assembly Room (5 p.m. - 10 p.m.)	\$25.00
Small Assembly Room (8 a.m. - 5 p.m.)	\$10.00
Small Assembly Room (5 p.m. - 10 p.m.)	\$5.00



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE
PUBLIC WORKS	
Boyd Park Mini-Golf Admission	
Adults	\$3.00
Children	\$2.00
Oakdale Cemetery Lots (per grave space)	
City Resident	\$500.00
Out of City Resident	\$1,000.00
Park Usage	
Berkeley Park - Large Pavilion (May through September)	\$50/half day
Berkeley Park - Field Usage for Organized Groups (per player per season)	\$20.00
Patton Park - Small Pavilion	\$25/half day
Patton Park - Large Pavilion (May through September)	\$50/half day
Patton Park - Field Usage for Organized Groups (per player per season)	\$10.00
Patton Pool	
Lap Swim	\$4.00
Daily Admittance Fee (adults)	\$5.00
Daily Admittance Fee (children) (3yrs or younger will be free with adult)	\$4.00
Daily Admittance Fee (non-swimmer)	\$2.00
Season Pass - Family - City Resident	\$150.00
Season Pass - Family - Non City Resident	\$300.00
Season Pass - Individual Adult - City Resident	\$75.00
Season Pass - Individual Adult - Non City Resident	\$150.00
Season Pass - Individual Senior - City Resident	\$60.00
Season Pass - Individual Senior - Non City Resident	\$120.00
Season Pass - Individual Youth - City Resident	\$60.00
Punch Pass - Adult - City Resident (15 admissions)	\$30.00
Punch Pass - Adult - Non City Resident (15 admissions)	\$50.00
Punch Pass - Youth - City Resident (15 admissions)	\$25.00
Punch Pass - Youth - Non City Resident (15 admissions)	\$45.00
Miscellaneous	
Backhoe (per hour)	\$80.00
Building Maintenance Fees (per hour)	\$45.00
Bush Hogs/Tractor Mowing (per hour)	\$80.00
Fleet Maintenance Fees (per hour)	\$45.00
Gas Utility Cuts (per 5' X 5' cut)	\$300.00
Water/Flusher Truck (per load)	\$100.00
Water/Sewer Utility Cuts	\$300.00
Weed Eater/Hedge Trimmer (per hour)	\$40.00
Electrical Usage for Special Events - 20 Amps or Less	\$25/per day
Electrical Usage for Special Events - 21 Amps - 50 Amps	\$50/per day
Electrical Usage for Special Events - over 50 Amps	\$100/per day
Encroachment Permit Fee	\$10.00
Sanitation Services	
Special Loads (tipping fee added to special fee)	\$150.00
(collected with knuckleboom using city staff)	
Small Special load (collected with pickup truck and city staff)	\$50.00
Environmental Services Base Fee	\$2.00
Environmental Services	
<i>Residential Services</i>	
Residential - 96-gal container (non recycler)	\$20.00
Residential - 96-gal container (actively recycles)	\$16.50
Residential - 32-gal container (non recycler)	\$18.00
Residential - 32-gal container (actively recycles)	\$14.25



**CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016**

DESCRIPTION	COST/CHARGE/FEE
PUBLIC WORKS	
<i>Commercial Services</i>	
Commercial Recycling Collection (up to four 65 gallon carts emptied once per week)	\$10.00
Commercial Recycling Collection (up to four 65 gallon carts emptied twice per week)	\$20.00
Commercial-Business refuse pickup per can (96-gal)	\$25.50
Commercial-Business refuse pickup per can (96-gal) (Actively Recycles)	\$22.00
Stolen/Damaged Cart Replacement Fee	\$100.00
<i>Mulch/Composted Leaves</i>	
2.5 CY (small truck or small trailer)	\$10.00
10 CY (single axle dump truck or equivalent)	\$40.00
We will sell to residents, non-residents and businesses. (2.5 CY = one scoop of backhoe loader front bucket.)	
WATER AND SEWER	
Water Rate Schedule	
Deposits	
Water & Sewer Service Deposit	\$100.00
<i>Inside City Limits</i>	
Residential	
Base Charge per Account	\$5.62 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.72 per 1000 gallons
> 40,000 gallons	\$2.99 per 1000 gallons
Commercial/Industrial	
Base Charge per Account	\$5.62 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.72 per 1000 gallons
40,000 - 200,000 gallons	\$2.07 per 1000 gallons
> 200,000 gallons	\$2.14 per 1000 gallons
Irrigation	
Base Charge per Account	\$6.08 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$2.99 per 1000 gallons
> 40,000 gallons	\$3.29 per 1000 gallons
<i>Outside City Limits</i>	
Residential	
Base Charge per Account	\$8.38 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.33 per 1000 gallons
> 40,000 gallons	\$4.76 per 1000 gallons
Commercial/Industrial	
Base Charge per Account	\$8.38 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.33 per 1000 gallons
40,000 - 200,000 gallons	\$3.23 per 1000 gallons
> 200,000 gallons	\$3.07 per 1000 gallons
Municipal	
Base Charge per Account	\$8.38 per month
Rate per 1,000 Gallons	
All Usage	\$2.82 per 1000 gallons



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
Irrigation	
Base Charge per Account	\$9.12 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.76 per 1000 gallons
> 40,000 gallons	\$5.23 per 1000 gallons
Bulk Water Sales	
Base Charge per Account	\$9.12 per month
Rate per 1,000 Gallons	
0 - 40,000 gallons	\$4.76 per 1000 gallons
> 40,000 gallons	\$5.23 per 1000 gallons
<i>Water Fee Schedule</i>	
Taps & Connections	
Water Tap, 5/8"	\$1,000.00
Water Tap, 1"	\$1,400.00
Water Taps > 1"	Cost plus 10%
Water - Stub Out	\$600.00
Irrigation Tee, 5/8"	\$600.00
Meters	
Turn On/Set Meter During Business Hours	\$40.00
Turn On/Set Meter After Business Hours	\$100.00
Meter Tampering Fee	\$75.00
Test Meter, at customer's request (<1-in.); if meter faulty - No Charge	\$45.00
Test Meter, at customer's request (>1-in.); if meter faulty - No Charge	Cost plus 10%
System Development Charges (SDC)	
<i>Fees - associated with financing of System Development Charges (SDC):</i>	
Title Search for SDC financing agreement	\$250.00
Note & Deed of Trust Document Preparation for SDC financing agreement	\$200.00
Subordination agreement preparation-per recorded lien for SDC financing	\$50.00
County Register of Deeds Recording fee per document -SDC financing	\$26.00
Copies - .25 per page for copies from Register of Deeds - SDC financing	\$0.25
Engineering Review Fees	
Line Extensions	\$300.00
Pump Stations	\$75.00
Storage Tanks	\$75.00
Miscellaneous Fees	
Credit Card Processing Fee (per \$300)	\$2.95
Returned check fee	\$25.00
Returned electronic item fee	\$10.00
Rejected bank draft	\$5.00
Late Payment Fee (5 days after due date)	\$10.00
Late Payment Fee (10 days after due date)	\$15.00
Reconnection for Non-Payment - During Business Hours	\$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%



CITY OF HENDERSONVILLE FEE SCHEDULE
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2015 - 2016

DESCRIPTION	COST/CHARGE/FEE
WATER AND SEWER	
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
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>	
Sewer Rate Schedule	
Retail - Inside	
Base Charge per Account	\$6.28 per month
Rate per 1,000 Gallons	\$4.33 per 1000-gallons
Retail - Outside	
Base Charge per Account	\$9.45 per month
Rate per 1,000 Gallons	\$6.93 per 1000-gallons
Municipal	
Base Charge per Account	\$9.45 per month
Rate per 1,000 Gallons	\$6.60 per 1000-gallons
<i>Note: These sewer rates are not applicable to the Cane Creek Sanitary Sewer District</i>	
Sewer Fee Schedule	
Taps and Connections	
Sewer Taps, 4" gravity sewer tap	\$1,500.00
Fee per 6" gravity sewer tap	\$1,800.00
Fee per 8" gravity sewer tap	\$2,000.00
Surcharges	
BOD (biochemical oxygen demand), per lb. in excess of 250-mg/l	\$0.25
TSR (total suspended residue), per lb. in excess of 250-mg/l	\$0.15
Ammonia nitrogen, per lb. in excess of 30-mg/l	\$1.50
Engineering Review Fees	
Line Extensions	\$300.00
Pump Stations	\$75.00
Miscellaneous Fees	
Premise Visit	\$40.00
Septic Tank Waste Disposal, per 1000-gallons	\$60.00
Septic Tank Waste Disposal Permit	\$75.00
Concrete Core Drill (manhole), Cost/Inch of Diameter	\$100.00
Drill for Main Tap, Cost/Inch of Diameter	\$100.00
Pretreatment Program	Cost of Program Per SIU
Nondischarge Permit Fee	\$300.00
Food Services Sewer Connection Application Fee	\$75.00
<i>**Sewer system development charge (SDC) calculated using residential equivalent unit (REU) of 360-gallons per day.</i>	
Equipment Usage (hourly rates)	
Rubber-Tired Backhoe, Small	\$33.00
Rubber-Tired Backhoe, Large	\$38.00
Mini-Excavator, 8,000-lb	\$18.00
Mini-Excavator, 12,000-lb	\$39.00
Excavator, 30,000-lb	\$65.00
Vac Truck	\$75.00
Dump Truck (single-axle), Small	\$20.00
Dump Truck (single-axle), Large	\$35.00
Dump Truck (tri-axle)	\$65.00
Pick-Up Truck	\$14.00
Harben	\$25.00
Camera Truck	\$75.00
Air Compressor	\$20.00
Air Hammer/Pusher	\$0.65
Soil Tamp	\$20.00





CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 05/17/15

Presenter: Brian Pahle

Date of Council Meeting to consider this item: 06/04/15

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06a

An ordinance to create a capital project ordinance and special fund for the Etowah Water System Improvements project, detailed in the City's CIP. To establish the budget for the fund a total of \$3,819,200 will be appropriated from the Water and Sewer Fund's fund balance. This is a one time transfer and will not hurt the health of the fund balance.

Budget Impact: \$3,819,200 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Fund balance appropriation

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

I move to adopt the Capital Project Ordinance for the acquisition, construction and installation of the Etowah Area Water System Improvements Project and the associated budget amendment.

Attachments:

Ordinance, budget amendment

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE ETOWAH AREA WATER SYSTEM IMPROVEMNTS PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a water system improvements project described as the Etowah Area Water System Improvements Project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4300000	519000	Professional Services	\$ 30,000
4300000	519425	Professional Services-Const. Admin.	\$ 353,000
4300000	549750	Permits, License, and Fees	\$ 200
4300000	557000	Land, ROW, and Land Improvement	\$ 50,000
4300000	559850	Construction	\$ 2,944,000
4300000	599100	Contingencies	\$ 442,000
Total Project Appropriation			\$ 3,819,200

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the Water & Sewer Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999430	Transfer to Etowah	\$ 3,819,200
4300000	998060	Transfer from Water and Sewer Fund	\$ 3,819,200
Total Project Revenue			\$ 3,819,200

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

City of Hendersonville
 Engineering Department
 305 Williams Street
 Hendersonville, NC 28792

OPINION OF PROBABLE COST

PROJECT: Etowah Water Improvements

PREPARED BY:
 Brent Detwiler, PE

REVIEWED BY:
 Brent Detwiler, PE

Estimate For:
 Preliminary Costs:
 Design Costs:
 Construction Costs:

Date: 5/15/15

ITEM	DESCRIPTION	EST.	UNIT	UNIT	TOTAL
		QUAN		PRICE	
1	Additional Earth Excavation	800	CY	\$15.00	\$12,000.00
2	Rock Excavation	800	CY	\$120.00	\$96,000.00
3	Foundation Cushion	800	CY	\$35.00	\$28,000.00
4	Concrete	150	CY	\$200.00	\$30,000.00
5	16" DI Water	4000	LF	\$70.00	\$280,000.00
6	12" DI Water	12000	LF	\$60.00	\$720,000.00
7	8" DI Water	2000	LF	\$50.00	\$100,000.00
8	6" DI Water	600	LF	\$40.00	\$24,000.00
9	16" Butterfly Valve	4	EA	\$3,100.00	\$12,400.00
10	12" Tapping Sleeve & Valve	5	EA	\$4,400.00	\$22,000.00
11	12" Gate Valve	30	EA	\$1,900.00	\$57,000.00
12	8" Gate Valve	10	EA	\$1,100.00	\$11,000.00
13	6" Gate Valve	10	EA	\$900.00	\$9,000.00
14	16" HDPE HDD Water	300	LF	\$350.00	\$105,000.00
15	Fire Hydrant, Complete	35	EA	\$3,500.00	\$122,500.00
16	3/4" Service Connection	110	EA	\$800.00	\$88,000.00
17	3/4" PEXa Service Piping	3300	EA	\$15.00	\$49,500.00
18	Air Release, Complete	10	EA	\$2,800.00	\$28,000.00
19	Asphalt Pavement Replacement	2000	LF	\$60.00	\$120,000.00
20	Driveway Replacement	1000	LF	\$20.00	\$20,000.00
21	Seeding & Mulching	1	LS	\$10,000.00	\$10,000.00
22	Sodding	1	LS	\$50,000.00	\$50,000.00
23	600-gpm Booster Pump Station, Complete	1	LS	\$350,000.00	\$350,000.00
24	0.5 MG Storage Tank, Complete	1	LS	\$600,000.00	\$600,000.00
	Construction Subtotal				\$2,944,400.00
	Construction Contingencies (15%)				\$441,660.00
	Land, ROW, and Land Improvement				\$50,000.00
	Construction Administration Costs (Assume 12%)				\$353,328.00
	Professional Services (Survey, Material Testing)				\$30,000.00
	Total Estimated Project Cost (Rounded)				\$3,819,000.00

BUDGET AMENDMENT

7,638,400.00

FUND: WATER & SEWER FUND

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
609900	999430	TRANSFER TO ETOWAH	3,819,200.00	
600090	499200	FUND BALANCE APPROP.	3,819,200.00	
TOTALS IN BALANCE			\$ 7,638,400.00	\$ -

7,638,400.00

In creation of a Capital Project Ordinance for the Etowah Water System Improvements project, the Water and Sewer Fund will need to appropriate enough funding to cover the cost of the project to the new special project fund. This is suggested to be done through a fund balance appropriation and then a transfer to the Etowah Fund (430). The Fund's fund balance has a substantial reserve and remains healthy after such a large transfer.


 CITY MANAGER

Date: 3/15/15
 6/4/2015

APPROVED BY CITY COUNCIL:

DATE:



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Brian Pahle

Department: Administration

Date Submitted: 05/20/15

Presenter: John Connet

Date of Council Meeting to consider this item: 06/04/15

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06b

Establish nine (9) capital project ordinances to capture the full costs of the projects. We are operating under the assumption that we will create a capital project ordinance for any project over \$1,000,000 or that will take longer than 1 year to complete.

There are eight (8) Water & Sewer Fund projects including:

1. Eastside Transmission Main, Phase II
2. Fletcher Area System Improvements
3. Mud Creek Dump Cleanup
4. Rugby Dr. System Improvements
5. Rutledge Rd. System Improvements
6. SCADA System Upgrade
7. WTP High Service Pump Station
8. WWTP Gravity Filter Replacement

There is one (1) General Fund project including:

1. Tracey Grove Road Bridge Replacement Project

These projects are funded by fund balance, cash, and State reimbursements as detailed in the ordinance.

Budget Impact: \$8,005,600 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Included in next fiscal year budget FY15-16.

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

I move Council to adopt the Capital Project Ordinances for the Eastside Transmission Main Phase II Project, Fletcher Area System Improvements, Mud Creek Dump Cleanup, Rugby Drive System Improvements, Rutledge Road System Improvements, SCADA System Upgrade, WTP High Service Pump Station, WWTP Gravity Filter Replacement and the Tracey Grove Road bridge replacement project.

Attachments:

Capital Project Ordinances

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE EASTSIDE TRANSMISSION MAIN, PHASE II PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a water system improvements project described as the Eastside Transmission Main, Phase II project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4020000	519425	Professional Services-Const. Admin.	\$ 330,000
4020000	557000	Land, ROW, and Land Improvement	\$ 70,000
Total Project Appropriation			\$ 400,000

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the Water & Sewer Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999402	Transfer to Eastside	\$ 400,000
4020000	998060	Transfer from Water and Sewer Fund	\$ 400,000
Total Project Revenue			\$ 400,000

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE NORTHSIDE (FLETCHER AREA) WATER SYSTEM IMPROVEMNTS
PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a water system improvements project described as the Northside (Fletcher Area) Water System Improvements Project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4010000	519000	Professional Services	\$ 124,500
4010000	519400	Professional Services-Engineering	\$ 207,500
4010000	519425	Professional Services-Const. Admin.	\$ 249,000
4010000	549750	Permits, License, and Fees	\$ 200
4010000	557000	Land,ROW, and Land Improvement	\$ 150,000
4010000	559850	Construction	\$ 2,075,000
4010000	599100	Contingencies	\$ 315,000
Total Project Appropriation			\$ 3,121,200

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the Water & Sewer Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999401	Transfer to Fletcher	\$ 3,121,200
4010000	998060	Transfer from Water and Sewer Fund	\$ 3,121,200
Total Project Revenue			\$ 3,121,200

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE MUD CREEK DUMP CLEANUP PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a water system improvements project described as the Mud Creek Dump Cleanup Project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
3600000	329202	Appropriations	\$ 35,000
Total Project Appropriation			\$ 35,000

Section 3: The following revenues are anticipated to be available to the aforementioned special project fund from reimbursements from the State for project expenses:

Funding Source	Total Appropriation
NCDENR	\$ 35,000
Total Revenue	\$ 35,000

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE RUGBY DRIVE 12-INCH INTERCONNECTION PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a water system improvements project described as the Rugby Drive 12-Inch Interconnection project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4150000	519000	Professional Services	\$ 29,000
4150000	519425	Professional Services-Const. Admin.	\$ 5,000
4150000	549750	Permits, License, and Fees	\$ 200
4150000	557000	Land, ROW, and Land Improvement	\$ 63,000
Total Project Appropriation			\$ 97,200

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the Water & Sewer Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999415	Transfer to Rugby Dr.	\$ 97,200
4150000	998060	Transfer from Water and Sewer Fund	\$ 97,200
Total Project Revenue			\$ 97,200

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE RUTLEDGE ROAD WATER SYSTEM IMPROVEMENTS PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a water system improvements project described as the Rutledge Road Water System Improvements project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4200000	519000	Professional Services	\$ 15,000
4200000	519425	Professional Services-Const. Admin.	\$ 5,000
4200000	549750	Permits, License, and Fees	\$ 200
4200000	557000	Land, ROW, and Land Improvement	\$ 10,000
Total Project Appropriation			\$ 30,200

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the Water & Sewer Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999420	Transfer to Rutledge Rd.	\$ 30,200
4200000	998060	Transfer from Water and Sewer Fund	\$ 30,200
Total Project Revenue			\$ 30,200

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE SCADA SYSTEM UPGRADE PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a water system improvements project described as the SCADA System Upgrade project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4100000	559850	Construction	\$ 718,000
4100000	599100	Contingencies	\$ 75,000
Total Project Appropriation			\$ 793,000

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the Water & Sewer Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999410	Transfer to SCADA	\$ 793,000
4100000	998060	Transfer from Water and Sewer Fund	\$ 793,000
Total Project Revenue			\$ 793,000

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE OLD TRACEY GROVE ROAD BRIDGE REPLACEMENT PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City infrastructure project described as the Tracey Grove Road Bridge Replacement project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4040000	519400	Professional Services-Engineering	\$ 150,000
Total Project Appropriation			\$ 150,000

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the General Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999404	Transfer to Tracey Grove	\$ 150,000
4040000	998060	Transfer from Water and Sewer Fund	\$ 150,000
Total Project Revenue			\$ 150,000

Section 3(a): The transfers from the General Fund are provided by an 80% refund through the NCDOT and 20% from General Fund revenues, as follows:

Funding Source	Total Appropriation
NCDOT	\$ 120,000
General Fund	\$ 30,000
Total Revenue	\$ 150,000

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE WATER TREATMENT PLANT (WTP) HIGH SERVICE PUMP STATION
UPGRADE PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a water system improvements project described as the WTP High Service Pump Station project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4030000	519425	Professional Services-Const. Admin.	\$ 14,000
4030000	559850	Construction	\$ 1,700,000
4030000	599100	Contingencies	\$ 450,000
Total Project Appropriation			\$ 2,164,000

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the Water & Sewer Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999403	Transfer to WTP High Service	\$ 2,164,000
4030000	998060	Transfer from Water and Sewer Fund	\$ 2,164,000
Total Project Revenue			\$ 2,164,000

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE WASTEWATER SYSTEM GRAVITY FILTER REPLACEMENT PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a wastewater system improvements project described as the Wastewater System Gravity Filter Replacement project.

Section 2: The following amounts are appropriated for the project:

Account Number		Account Name	Total Budget
4250000	519000	Professional Services	\$ 150,000
4250000	559850	Construction	\$ 1,000,000
4250000	599100	Contingencies	\$ 100,000
Total Project Appropriation			\$ 1,250,000

Section 3: The following revenues are anticipated to be available via transfers to the aforementioned special project fund from the Water & Sewer Fund for project expenses:

Account Number		Account Name	Total Budget
609900	999425	Transfer to WWTP Gravity Filter	\$ 1,250,000
4250000	998060	Transfer from Water and Sewer Fund	\$ 1,250,000
Total Project Revenue			\$ 1,250,000

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fourth day of June, 2015.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sue Anderson, Planning Director

Department: Planning

Date Submitted: May 14, 2015

Presenter: Sue Anderson

Date of Council Meeting to consider this item: June 4, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

File # P15-7-SUR

The City is in receipt of an amended Special Use Permit application from Preston Kendall of Ingles Markets to modify a previously approved amended Special Use Permit. The property is located at 1980 Asheville Highway and the parcel number for this property is 9569-45-9576.

The applicant is proposing to add a 4 pump Gas Express to the southwest portion of the parking lot. The Gas Express will have a 3,036 ft² canopy and a 400 ft² kiosk for the attendant. The applicant is also proposing to reconfigure the parking and add a right in driveway located at the southwestern corner of the property.

Included with this application are two variance requests. One request is for a variance from Zoning Ordinance Section 5-18-4.3 increasing the number of driveways a development parcel may have on any given road from two to three. The other request is for a variance from Zoning Ordinance Section 6-5 Off Street Parking to reduce the required parking from 323 parking spaces to 227 parking spaces. This reduction results in a parking ration of 1 space for each 284 ft² of gross floor area.

Budget Impact: \$0 _____ Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Not applicable

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

See page seven of the attached memo for suggested motions

Attachments:

Memo

M E M O R A N D U M

TO: Honorable Mayor and City Council

FROM: Susan Anderson

RE: Ingles #11 Asheville Highway

FILE #: P15-7-SUR

DATE: May 14, 2015

PROJECT DESCRIPTION

The City is in receipt of an amended Special Use Permit application from Preston Kendall of Ingles Markets to modify a previously approved amended Special Use Permit. The property is located at 1980 Asheville Highway and the parcel number for this property is 9569-45-9576.

HISTORY

On February 5, 1998, City Council approved a Special Use Permit and rezoning application for this parcel. The Special Use Permit was for a 60,000 square foot retail store with a variance approval for a reduction in parking from 300 to 280 parking spaces. The property was rezoned from C-3 Highway Business and I-1 Industrial to PCD Planned Commercial Development.

The property currently has a 64,449 ft² grocery store with 250 parking spaces. According to a revised site plan dated May 25, 2000, the parking area shows 248 parking spaces. Based on Planning Department records, it is not fully clear when the parking requirement was permitted to be reduced from the City Council approved variance of 280 spaces to the 248 spaces shown on the May 2000 site plan.

The Entry Corridor Overlay District adopted in August of 1998, 6 months after City Council approval of the project, does allow a 20% reduction in parking at the developer's discretion. Since this property is in the Entry Corridor District, this standard may have been applied to the site plan dated May 2000.

Regarding the change in square footage of the building, Zoning Ordinance Section 7-6 allows a 10% increase in square footage from what is approved by City Council with staff review and approval. Planning Department staff has not identified any documentation that this increase in square footage was officially approved. The increase in square footage from 60,000 ft² to 64,449 ft² is below the allowed maximum of 10%.

On June 6, 2013, City Council voted unanimously to approve an amended Special Use Permit to allow the addition of a Gas Express with four pumps and eight fueling stations

and a 3,298 ft² canopy and kiosk for the attendant. A condition was added that required the Driveway #2 (center driveway) turn lane to be extended to the southern property line to maximize the turn lane and taper length.

A variance request was also part of this application for an amended Special Use Permit. The variance request was to increase the number of driveways a development parcel may have on any given road from two to three. The City Council voted two in favor and three opposed. Therefore, the motion to approve the variance failed.

EXISTING LAND USES & ZONING

An unopened right-of-way exists along the northwest property line. Parcels on the other side of this unopened right-of-way consist of single family residences and a vacant commercial building. The residential parcels are zoned R-10 Medium Density Residential and the commercial parcel is zoned C-3 Highway Business. The parcel to the northeast consists of the Watco Company rail line and is zoned I-1 Industrial. The two parcels located to the southeast consist of vacant land and commercial buildings. The vacant parcel is zoned I-1 Industrial and the parcel with the commercial buildings includes a retail use and is zoned C-3 Highway Business.

COMPREHENSIVE PLAN CONSISTENCY

This parcel is classified as a Neighborhood Activity Center and Natural Resource/Agricultural on the 2030 Comprehensive Plan's Future Land Use Map. Surrounding parcels are classified as Neighborhood Activity Center, Natural Resource/Agricultural and Medium Intensity Neighborhood.

The goal of the Neighborhood Activity Center is to "concentrate retail in dense, walkable mixed-use nodes located at major intersections in order to promote a sense of community and a range of services that enhance the value of Hendersonville's neighborhoods."

The goal of the Medium Intensity Neighborhood is to "provide a transition between High and Low-Intensity Neighborhood and Regional Activity Centers and downtown and provide a transition between commercial and single-family development."

The goal of the Natural Resource/Agricultural category is to "create an interconnected network of green infrastructure that preserves environmentally sensitive areas, protects water resources through low-impact stormwater management, provides floodwater storage, provides community open space and recreational opportunities, and preserves agricultural resources." The Natural Resource/Agricultural category is generally applied to environmentally sensitive land such as streams, floodways and floodplains. A floodway map is included on page 16 which shows the portion of this parcel that includes a stream and is located in the 100 year floodplain.

Comprehensive Plan consistency is addressed under "E" on page six.

PLAN REVIEW

Gas Express Addition

The current amended site plan shows the addition of a 4 pump Gas Express to the southwest portion of the parking lot. The Gas Express will have a 3,036 ft² canopy and a 400 ft² kiosk for the attendant.

Parking

According to the site plan, there are 250 existing parking spaces located on the site. Section 6-5 of the Zoning Ordinance requires 1 space for each 200 ft² of gross floor area. Based on 64,449 ft², 323 parking spaces are required. A variance was approved by City Council in 1998 to reduce the required parking to 280 spaces.

The applicant has filed a variance request to reduce the required parking from 323 parking spaces to 227 parking spaces. This reduction results in a parking ratio of one space for each 284 ft² of gross floor area. The variance request application can be found on page 13 and 14.

Sidewalks

There is an existing sidewalk connection from the street to the grocery store at the northwestern boundary of the parcel. A new sidewalk connection to the existing grocery store will be added at the southeastern boundary of the parcel. There is also an existing Apple County Transit bus stop on Asheville Highway in front of the parcel.

Traffic Impact Analysis (TIA)

Zoning Ordinance Section 6-19 requires a traffic impact analysis whenever a development generates 100 peak hour or 1000 or more trips daily. A “trip” is a one-direction vehicle movement entering or exiting a site. Based on the Institute of Transportation Engineers *Trip Generation* manual, the site is estimated to generate an additional 1,348 daily vehicle trips. According to the manual, the site currently generates approximately 6,574 daily vehicle trips during the week and 11,584 daily trips during a Saturday. A traffic impact analysis was completed by Mattern & Craig for the previous amended Special Use Permit in 2012 and was reviewed by Kimley-Horn & Associates, the traffic consultant for the city.

There are three issues to be considered regarding the TIA.

#1 The TIA identified that the site currently warrants the need for a northbound right-turn lane for the center driveway (driveway #2). The driveway on the northern boundary of the parcel has an existing right turn lane. Although the TIA completed by Mattern & Craig identified the need for a minimum of 50 feet of vehicle storage for that turn lane, Kimley-Horn & Associates calculated that the turn lane needs a minimum of 75 feet of storage with additional area needed for a taper. This distance is based on having three driveway access points. Mattern & Craig is in agreement with 75 feet of storage but states that “the presence of the third driveway and the existing property line may limit how much

storage could actually be achieved.”

Correspondence from Steve Cannon of NCDOT states that they will require the northbound right turn lane. The site plan currently shows a right turn lane with 75 feet of storage and a 50 foot taper for the center driveway.

#2 Zoning Ordinance Section 5-18-4.3 has a provision for the number of driveways allowed on a given parcel in the Entry Corridor Overlay District. This parcel is subject to the Entry Corridor Overlay District requirements. Section 5-18-4.3 states that “...a development parcel shall be limited to no more than two driveways on any road and no more than three driveways total.” This provision further states that “additional driveways may be permitted when they are necessary to improve traffic movement, increase sight distances or for other safety reasons.”

The site plan shows the two existing full movement driveways along with a new third restricted movement driveway located at the southern boundary of the parcel. This third driveway is restricted to right-in only. Kimley-Horn & Associates requested that Mattern & Craig provide information on why a third driveway is necessary. Mattern & Craig states that limiting the site to two driveways would require a need for a right turn lane consisting of 100 feet of full storage and 100 feet of taper for the center driveway. Mattern & Craig further states that there is only 150 feet of distance available between the center driveway and the property line.

The applicant has requested a variance from Zoning Ordinance Section 5-18-4.3 allowing the addition of a third driveway. The variance request application can be found on page 11 and 12.

Should the variance not be approved, staff recommends adding a condition that the proposed turn lane is extended to the southern property line. This condition was added by City Council with the previous amended Special Use Permit that was approved in 2013.

#3 Kimley-Horn & Associates has raised concerns that “a median is not currently in place, nor proposed, along Asheville Highway to prohibit left turning movements into and out of the third driveway, therefore consideration should be given to limiting the site access on US 25 to the two full movement drives that exist currently.” In response to this comment, Mattern & Craig has stated the following:

“Mattern & Craig takes no exception to the comment provided by Kimley-Horn. The TIS has demonstrated that the development will function adequately with the addition of a right-in, right-out driveway. If the City of Hendersonville and/or NCDOT determines the addition of Entrance #3 is in violation of the access management guidelines, then the length of the northbound right turn lane at Entrance #2 would be based on 139 vehicles making a right turn during the PM peak hour resulting in 100 feet of storage required.”

Previously, City staff received an e-mail from NCDOT stating that they will support the

third driveway provided that it is right in only. The site plan shows a right in only driveway at this location.

ANALYSIS

Section 7-4-10.1 of the Zoning Ordinance states, "no special use permit shall be approved by City Council unless each of the following findings is made."

- (A) The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.

Based on the TIA and subsequent comments with the two driveway access points, the center driveway will require a right turn lane with 100 feet of full storage and 100 feet of taper. There is approximately 150 linear feet from the center driveway edge to the southern parcel line available for the required right turn lane. The right turn lane will allow turning vehicles to reduce their speed and impact to the traffic flow along Asheville Highway. The addition of the third driveway entrance will further reduce the overall length of the required right turn lane and taper by approximately 25 linear feet. Without any type of turn lane for the third driveway, vehicles turning into this driveway will impact traffic flow along Asheville Highway.

Kimley-Horn & Associates has raised concerns that a median is not currently in place, nor proposed, along Asheville Highway to prohibit left turning movements into and out of the proposed third driveway. Kimley-Horn & Associates recommended limiting the site access on Asheville Highway to the two full movement drives that currently exist.

- (B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.

The property is currently served by water and sewer.

- (C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.

The applicant is requesting a variance from Zoning Ordinance Section 5-18-4.3 increasing the number of driveways a development parcel may have on any given road from two to three.

The applicant is requesting a variance from Zoning Ordinance Section 6-5 Off Street Parking to reduce the required parking from 323 parking spaces to 227 parking spaces. This reduction results in a parking ration of 1 space for each 284 ft² of gross floor area.

- (D) The use or development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.

A neighborhood compatibility meeting concerning the application was held on March 16, 2015. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property. A total of 40 property owners were notified. Three members of the general public attended the meeting.

A copy of the neighborhood compatibility report accompanies this memorandum.

- (E) The use or development conforms to the general plans for the physical development of the City as embodied in this Ordinance and in the *Comprehensive Plan* and the *Comprehensive Transportation Plan*.

The 2030 Comprehensive Plan's Neighborhood Activity Center category is intended to "concentrate retail in dense, walkable mixed-use nodes located at major intersections in order to promote a sense of community and a range of services that enhance the value of Hendersonville's neighborhoods." This project increases retail options along a major corridor.

The Comprehensive Transportation Plan does not indicate any improvements to Asheville Highway.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting of May 11, 2015. The Planning Board made the following recommendations:

Variance Request #1

The Planning Board voted three in favor and three opposed to recommend City Council approve a variance from Zoning Ordinance Section 5-18-4.3 Driveways, increasing the number of driveways a development parcel may have on any given road from two to three. The motion failed.

Variance Request #2

The Planning Board voted unanimously to recommend City Council approve a variance from Zoning Ordinance Section 6-5, Off Street Parking, to reduce the required parking from 323 parking spaces to 227 parking spaces.

Amended Special Use Permit

The Planning Board voted unanimously to recommend that City Council approve the application of Ingles Markets Inc., for an amended Special Use Permit based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on

the published List of Uses and Conditions with the condition that should City Council turn down the variance request, driveway #2 turn lane is extended to the southern property line to maximize the turn lane and taper length.

SUGGESTED MOTIONS

Variance Request #1

Approval: I move City Council to approve a variance from Zoning Ordinance Section 5-18-4.3 Driveways, increasing the number of driveways a development parcel may have on any given road from two to three.

[PLEASE STATE YOUR REASONS]

Denial: I move City Council to not approve a variance from Zoning Ordinance Section 5-18-4.3.

[PLEASE STATE YOUR REASONS]

Variance Request #2

Approval: I move City Council to approve a variance from Zoning Ordinance Section 6-5, Off Street Parking, to reduce the required parking from 323 parking spaces to 227 parking spaces.

[PLEASE STATE YOUR REASONS]

Denial: I move City Council to not approve a variance from Zoning Ordinance Section 6-5.

Amended Special Use Permit

Approval: I move City Council to approve the application of Ingles Markets Inc., for an amended Special Use Permit based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the published List of Uses and Conditions.

[ADD, IF APPLICABLE, "AND THE FOLLOWING ADDITIONAL CONDITION(S)"]

Driveway #2 turn lane is extended to the southern property line to maximize the turn lane and taper length.

Denial: I move City Council to not approve the application of Ingles Markets Inc., for issuance of an amended Special Use Permit.

[PLEASE STATE YOUR REASONS]

IN RE: Ingles #11 (File # P15-7-SUR)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Retail Stores

II. Conditions:

- (1) Shall Be Attached to the Special Use Permit and Satisfied Prior to Issuance of Final Site Plan Approval:**

No recommended conditions have been identified at this time.

- (2) Shall Be Attached to the Special Use Permit:**

Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Zoning Ordinance.

Ingles Markets

Signature: _____

Printed Name: _____

Date: _____

Planning Director's Report
Neighborhood Compatibility Meeting
Application for a Special Use Permit and Rezoning
Ingles Asheville Highway File #P15-7-SUR
Monday March 16, 2015 2:12 p.m.

Sue Anderson, Planning Director, convened the compatibility meeting at 2:12 pm in the Assembly Room of the City Operations Center. The following were in attendance:

Name	Address	Name	Address
John Cox (applicant)	Lancaster SC	Preston Kendall (applicant)	Candler, NC
Robert Billings (applicant)	Mt. Holly, NC	Samia Coker (applicant)	Milton, GA
Dan Hicks (applicant)	Alpharetta , GA	Stephanie Ambrose (appli.)	Fairview, NC
Tammi Neill	1328 Dawnview Drive	Edward & Shirley Jones	323 Lawn Ave
Sue Anderson	City of Hendersonville	Lu Ann Welter	City of Hendersonville

Ms. Anderson opened the meeting explaining this is the first step in a three step process. It will go before the Planning Board on May 7 and there will be a public hearing on June 4. Minutes of this meeting will be forwarded to Planning Board and City Council.

Preston Kendall, with Ingles Markets, said this application is to add the gas station to the front area. He said City Council approved the gas express but without the new entrance they proposed. He said they are asking for a third entrance.

Ms. Anderson said Ingles is asking for two variances with this project. The first is to reduce the number of parking spaces and the second to add a third driveway on Asheville Highway. She explained the Entry Corridor requirements only allow two driveways per business.

Tammi Neill said she owns the land to the south of the site and commented on the high elevation between the two properties. She asked what would happen if there is a gas spill at the gas pumps. Mr. Kendall said there are emergency procedures if something like that happened. John Cox, Ingles Markets, explained the gas is held in double tanks with sensors if case there is a leak underground. With surface spills, the pumps will automatically turn off and any gas would follow the stormwater system to the pond which can be closed off.

Ms. Neill expressed concern the new proposed drive is right next to the drive to her property. Mr. Cox said NCDOT is okay with the two drives being next to each other. With no further comments or questions, Ms. Anderson closed the meeting at 2:27.

Applicant Variance Request Forms



Print Form

CITY OF HENDERSONVILLE PLANNING DEPARTMENT
145 Fifth Avenue East ~ Hendersonville, NC ~ 28792-4328
Phone (828) 697-3088 ~ Fax (828) 697-3014
www.cityofhendersonville.org

APPLICATION FOR A VARIANCE WITH SPECIAL USE PERMIT Section 7-4-14 City Zoning Ordinance

The following are required to constitute a complete application for a variance:
~ This form including the property owner(s) signature(s).
~ Special Use Permit Application
~ Supporting documents, if applicable.
~ Photographs, optional.

Date Feb 19, 2015 Project Name Ingles #11

Applicant Ingles Markets, Inc.

Address P.O. Box 6676, Asheville, NC 28807

Phone 828-669-2941 Fax 828-669-3680 Email pkendall@ingles-markets.com

If different from above:

Property Owner: Name

Address

TO THE CITY COUNCIL:

I, PRESTON KENDALL (OWNER/AGENT), hereby petition the City Council for a variance from the literal provisions of the Zoning Ordinance of the City of Hendersonville.

I request a variance from the following provisions of the ordinance (cite section numbers).

Driveways (5-18-4.3)

Official Use:
DATE RECEIVED: 2/24/15 BY Law

FACTORS RELEVANT TO THE ISSUANCE OF A VARIANCE (Section 7-4-14):

For applications undergoing special use review, City Council may authorize variances in specific cases from the dimensional and improvements standards of the zoning ordinance upon finding that a literal enforcement of such standards will result in practical difficulty or unnecessary hardship and so long as the granting of such variance or variances will not result in a use or development which would violate the findings of fact required by Section 7-4-10. Variances may not be granted with regard to uses or to intensity.

FINDINGS OF FACT (Section 7-4-10.1) No special use permit shall be approved by City Council unless each of the following findings is made.

The burden of establishing these findings of fact shall lie upon the applicant. In addressing the issue of compatibility, as required, the applicant must demonstrate compatibility with the particular neighborhood in which the development or use is to be located. The fact that a use is authorized as a special use within a zoning district classification shall not give rise to a presumption that such special use is compatible with other uses authorized in the zoning district classification.

(A) The use or development is located, designed and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.

Traffic analysis has identified a need for a deceleration lane with 100' of storage and a 100' taper. Due to site constraints, the full length of the deceleration lane cannot be achieved. Adding a right-in driveway will reduce the need for the turn land and will help prevent queuing on Asheville Highway.

(B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.

Appropriate crosswalks and sidewalks have been proposed.

(C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.

The development complies with all required regulations and standards of the Zoning Ordinance with the exception of Driveways, for which a variance is requested.

(D) The use or development is located, designed and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.

The development is an existing facility located in a commercial zone.

(E) The use or development conforms with the general plans for the physical development of the City as embodied in this Ordinance and in the *Land Development Plan* and the *Thoroughfare Plan*.

The development is an existing facility located in a commercial zone.

Signature





Print Form

CITY OF HENDERSONVILLE PLANNING DEPARTMENT
145 Fifth Avenue East ~ Hendersonville, NC ~ 28792-4328
Phone (828) 697-3088 ~ Fax (828) 697-3014
www.cityofhendersonville.org

APPLICATION FOR A VARIANCE WITH SPECIAL USE PERMIT
Section 7-4-14 City Zoning Ordinance

The following are required to constitute a complete application for a variance:
~ This form including the property owner(s) signature(s).
~ Special Use Permit Application
~ Supporting documents, if applicable.
~ Photographs, optional.

Date Feb 19, 2015 Project Name Ingles #11

Applicant Ingles Markets, Inc.

Address P.O. Box 6676, Asheville, NC 28807

Phone 828-669-2941 Fax 828-669-3680 Email pkendall@ingles-markets.com

If different from above:
Property Owner: Name
Address

TO THE CITY COUNCIL:
I, PRESTON KENNALL (OWNER/AGENT), hereby petition the City Council for a variance from the literal provisions of the Zoning Ordinance of the City of Hendersonville.

I request a variance from the following provisions of the ordinance (cite section numbers).
Section 6-5 Off Street Parking
We request a reduction of required parking from 339 required parking spaces to the 223 spaces provided. This is a reduction of 116 spaces.

Official Use:
DATE RECEIVED: 2/24/15 BY LAW

FACTORS RELEVANT TO THE ISSUANCE OF A VARIANCE (Section 7-4-14):

For applications undergoing special use review, City Council may authorize variances in specific cases from the dimensional and improvements standards of the zoning ordinance upon finding that a literal enforcement of such standards will result in practical difficulty or unnecessary hardship and so long as the granting of such variance or variances will not result in a use or development which would violate the findings of fact required by Section 7-4-10. Variances may not be granted with regard to uses or to intensity.

FINDINGS OF FACT (Section 7-4-10.1) No special use permit shall be approved by City Council unless each of the following findings is made.

The burden of establishing these findings of fact shall lie upon the applicant. In addressing the issue of compatibility, as required, the applicant must demonstrate compatibility with the particular neighborhood in which the development or use is to be located. The fact that a use is authorized as a special use within a zoning district classification shall not give rise to a presumption that such special use is compatible with other uses authorized in the zoning district classification.

(A) The use or development is located, designed and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.

The proposed right-in driveway will give additional access to the Ingles site, decreasing the potential for queuing on Spartanburg Highway.

(B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.

Appropriate crosswalks and sidewalks have been proposed.

(C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.

The development complies with all required regulations and standards of the Zoning Ordinance with the exception of Driveways, for which a variance is requested.

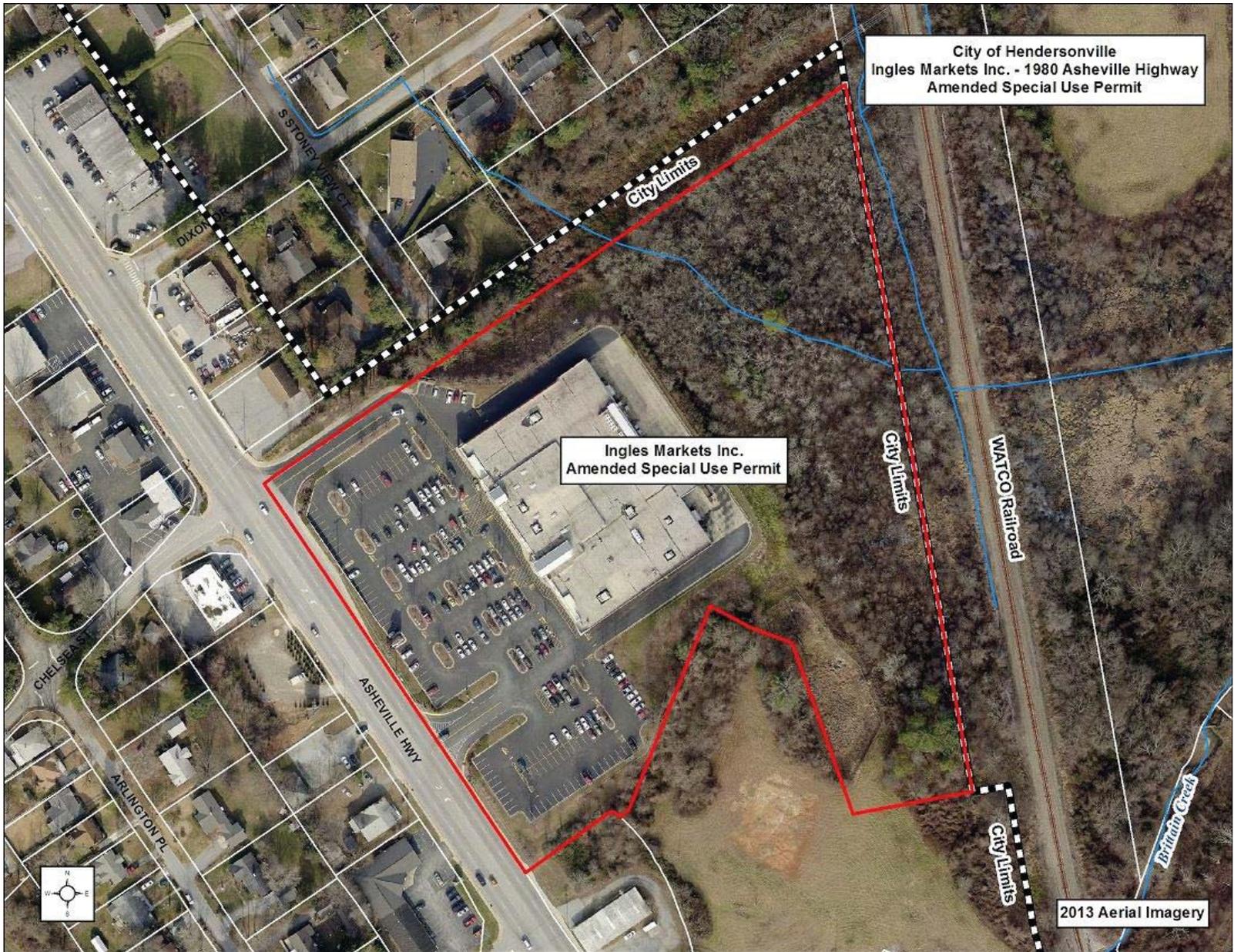
(D) The use or development is located, designed and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.

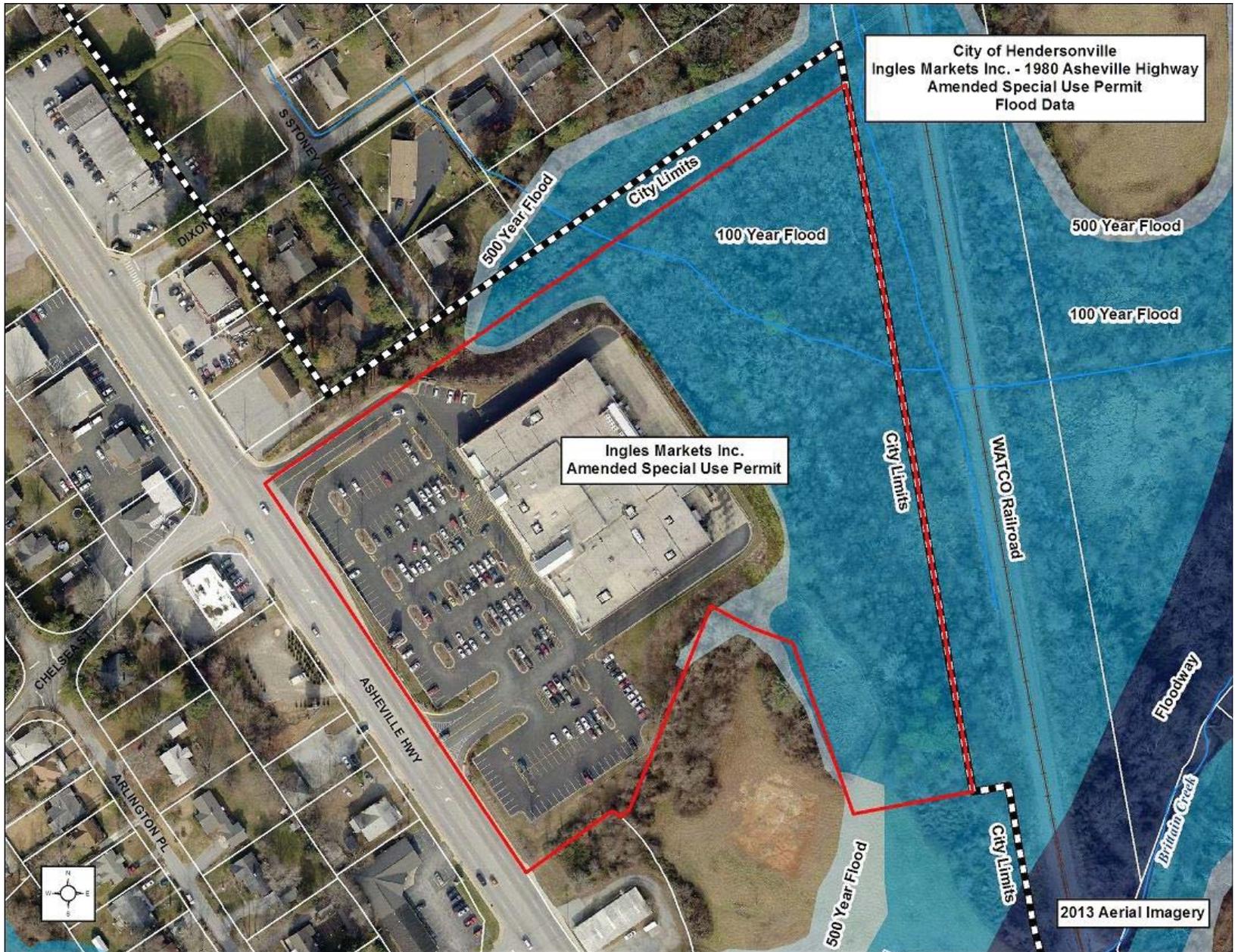
The development is an existing facility located in a commercial zone.

(E) The use or development conforms with the general plans for the physical development of the City as embodied in this Ordinance and in the *Land Development Plan* and the *Thoroughfare Plan*.

Signature





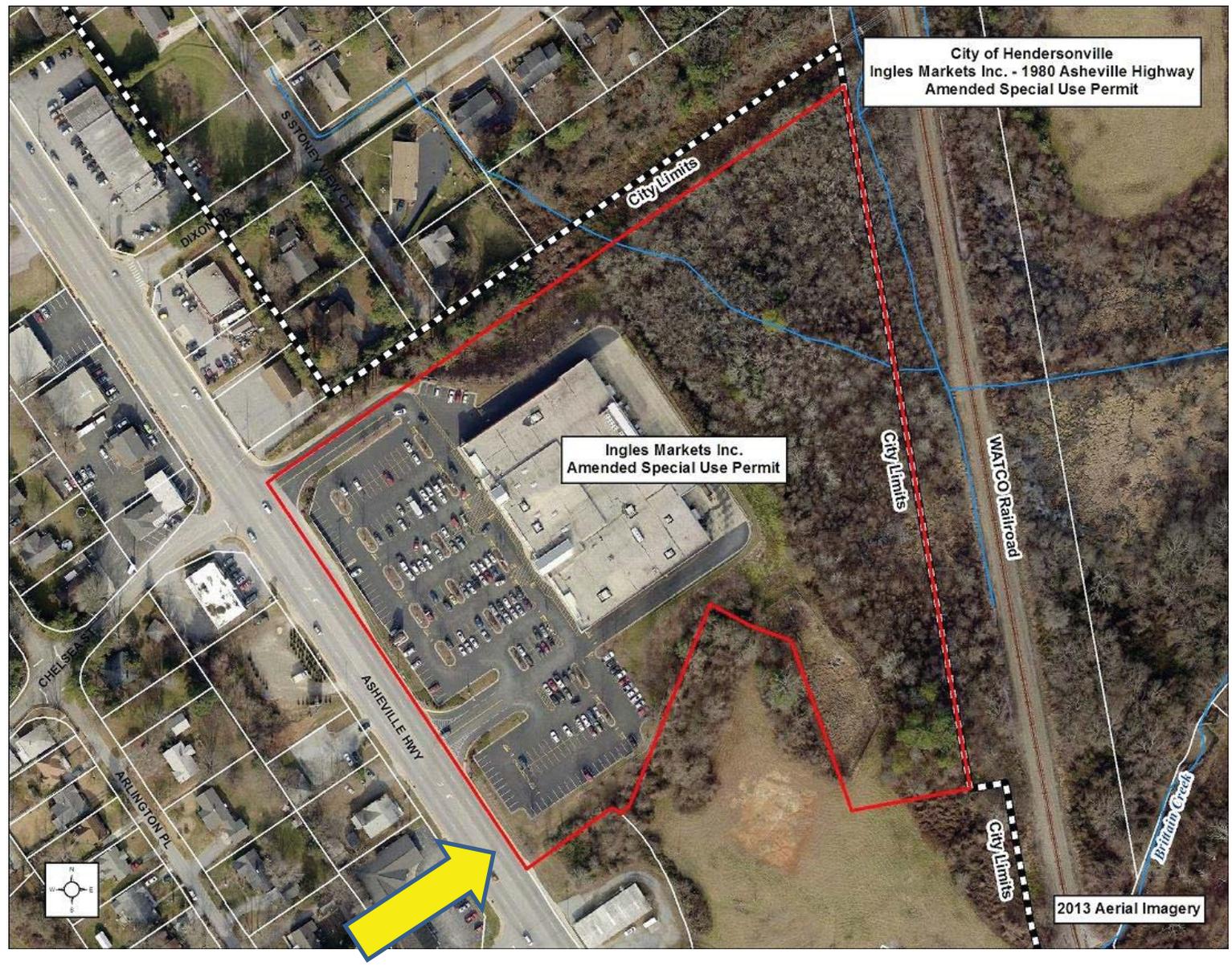


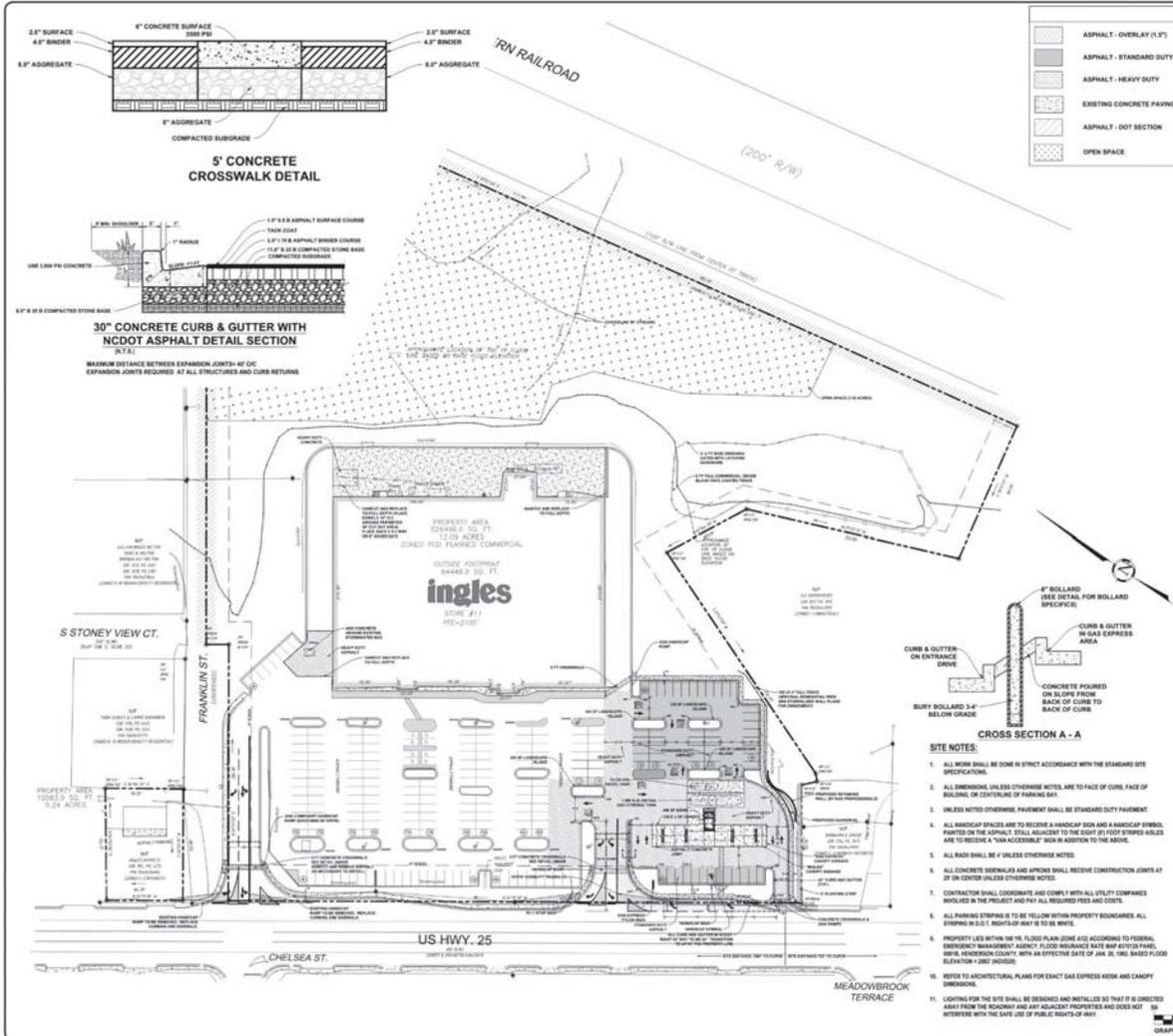
City of Hendersonville
 Ingles Markets Inc. - 1980 Asheville Highway
 Amended Special Use Permit
 Flood Data

Ingles Markets Inc.
 Amended Special Use Permit

2013 Aerial Imagery

Third Driveway Location





LEGEND

[Pattern]	ASPHALT - OVERLAY (1.5")	[Pattern]	8" HEAVY DUTY CONCRETE PAVING
[Pattern]	ASPHALT - STANDARD DUTY	[Pattern]	SEGWALK CONCRETE
[Pattern]	ASPHALT - HEAVY DUTY	[Pattern]	PROPOSED CURB AND GUTTER
[Pattern]	EXISTING CONCRETE PAVING	[Line]	PROPERTY LINE
[Pattern]	ASPHALT - DOT SECTION	[Line]	FENCE LINE
[Pattern]	OPEN SPACE	[Symbol]	PROPOSED PARKING COUNT
		[Symbol]	TYPE B BUFFER

REVISIONS:

NO.	DATE	DESCRIPTION	BY
1	4/16/15	ISSUE FOR CONSTRUCTION	JOC
2	4/20/15	REVISED PER CITY COMMENTS	JOC
3	5/20/15	REPLACE PERMITS	PCB
4	2/22/16	REPLACE PERMITS	PCB
5	4/20/16	REVISED PER CITY COMMENTS	PCB
6	5/10/16	REVISED PER CITY COMMENTS	PCB

SITE ANALYSIS

PROPERTY OWNER: INGLES MARKETS
 P.O. BOX 6876
 ASHEVILLE, NC 28818

CIVIL CONTACT: JOHN COX, P.E.
 LAND PLANNING ASSOCIATES OF NC, INC.
 118 WEST 1ST AVENUE, SUITE A
 EASLEY, SC 29646
 864-242-8272

SUBDIVISION: ROBERT C. BROWN, P.L.E.
 ED HOLMES & ASSOCIATES LAND SURVEYORS, PA.
 P.O. BOX 17339 ASHEVILLE, NC 28816
 828-224-8862
 COMPANY LICENSE # C 2306

ARCHITECT: SARAH COOPER
 ROBERTSON LOAN ROOF PC
 3460 PRESTON RIDGE ROAD SUITE 101
 ALPHARETTA, GA 30009
 770-674-2000

PROJECT NAME: INGLES #11 - HWY 25

PROJECT LOCATION: 1880 ASHEVILLE HIGHWAY
 HENDERSONVILLE, NC

PN NUMBER: 958449376

REF. DEED AND PAGE: 973 D.B. 895 PG

ZONING: PCO

EXISTING BUILDING: 64,490 S.F. - 13.2%

PROPOSED BUILDING: N/A

TOTAL SQUARE FOOTAGE: 64,490 S.F.

PROPOSED CANOPY HEIGHT: 18.7 MIN. 18.8 MAX.

EXISTING PARKING	208 SPACES
EXISTING PARKING RATIO	3.81 SPACES/MSF
REQUIRED PARKING RATIO	1 SPACES / 200 S.F.
REQUIRED PARKING	323 SPACES
PROPOSED PARKING	227 SPACES
PROPOSED PARKING RATIO	3.5 SPACES/MSF
BICYCLE PARKING	N/A
EXISTING SITE AREA	12.09 ACRES
PROPOSED SITE AREA	12.09 ACRES
REQUIRED COMMON OPEN SPACE	165,121 ACRES
PROPOSED COMMON OPEN SPACE	30% 3.38 ACRES
EXISTING IMPERVIOUS	41.3% 4.98 ACRES
PROPOSED IMPERVIOUS	42.9% 5.18 ACRES
FRONT SETBACK (REQUIRED)	40'
SIDE SETBACK (REQUIRED)	20'
REAR SETBACK (REQUIRED)	20'
EXISTING VEHICULAR USE AREA	150,875SF (29.7%)
PROPOSED VEHICULAR USE AREA	157,885SF (29.9%)
TOTAL DISTURBED AREA	8400 SF
* 323 PARKING SPACES ARE REQUIRED FOR THE PROJECT A VARIANCE APPLICATION HAS BEEN SUBMITTED FOR A STAFFY REDUCTION IN PARKING PA TO 227 PROPOSED SPACES. (34.3% REDUCTION)	

CROSS SECTION A - A

SITE NOTES:

- ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE STANDARD SITE SPECIFICATIONS.
- ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF CURB, FACE OF BUILDING, OR CENTERLINE OF PARKING BAY.
- UNLESS NOTED OTHERWISE, PAVEMENT SHALL BE STANDARD DUTY PAVEMENT.
- ALL HANDICAP SPACES ARE TO RECEIVE A HANDICAP SIGN AND A HANDICAP SYMBOL PAINTED ON THE ASPHALT. SIGNS ADJACENT TO THE SIGN (IF FOOT STOOD SIGN) ARE TO RECEIVE A "VAN ACCESSIBLE" SIGN IN ADDITION TO THE ABOVE.
- ALL RAILS SHALL BE 4" UNLESS OTHERWISE NOTED.
- ALL CONCRETE SEGMENTS AND APERTURES SHALL RECEIVE CONSTRUCTION JOINTS AT 20' ON CENTER UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN THE PROJECT AND PAY ALL EXPENSES OF FEES AND COSTS.
- ALL PARKING STRIPS TO BE YELLOW WITHIN PROPERTY BOUNDARIES. ALL STRIPING IN S.O.T. RIGHTS-OF-WAY TO BE WHITE.
- PROPERTY LIES WITHIN THE 1% FLOOD PLAIN ZONE A1C ACCORDING TO FEDERAL DEFENSE MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 85012P FLOOD, HENRICK COUNTY, WITH AN EFFECTIVE DATE OF JAN. 30, 1982. BASED FLOOD ELEVATION (SEE NOTES).
- REFER TO ARCHITECTURAL PLANS FOR EXACT GAS EXPRESS ROOF AND CANOPY DIMENSIONS.
- LIGHTING FOR THE SITE SHALL BE DESIGNED AND INSTALLED SO THAT IT IS DIRECTED AWAY FROM THE ROADWAY AND ANY ADJACENT PROPERTIES AND DOES NOT INTERFERE WITH THE SAFE USE OF PUBLIC RIGHTS-OF-WAY.

PRELIMINARY SITE PLAN (FULL SITE)

INGLES
 MARKETS
 #11
 1880 ASHEVILLE HIGHWAY
 HENDERSONVILLE, NC

PROPERTY INFORMATION:
 TAX MAP NUMBER: 958449376
 REFERENCE D.B. & PG: DB 973 PG 995

ISSUE FOR CONSTRUCTION:

PERMIT DATE:
 SUB DATE:

DESIGNED BY: JOC
 DESIGN BY: JOC
 CHECKED BY: PBR
 DATE: 04/20/15
 SCALE: 1" = 60'

JOB NUMBER: 7245

C-104A
 STORE # 11
 HENDERSONVILLE
 NORTH CAROLINA

City of Hendersonville

PLANNING BOARD REPORT

Project Name: Ingles #11 Asheville Highway
Application for Issuance of an Amended Special Use Permit

File Number: P15-7-SUR

Variance Request #1

tie
3-3
vote

Approval – Recommend City Council approve a variance from Zoning Ordinance Section 5-18-4.3 Driveways, increasing the number of driveways a development parcel may have on any given road from two to three.

Denial – Recommend City Council not approve a variance from Zoning Ordinance Section 5-18-4.3 Driveways.

Variance Request #2

Approval – Recommend City Council approve a variance from Zoning Ordinance Section 6-5 Off Street Parking to reduce the required parking from 323 parking spaces to 227 parking spaces.

Denial – Recommend City Council not approve a variance from Zoning Ordinance Section 6-5 Off Street Parking.

Special Use Permit

Approval – The application is consistent with all of the objectives and policies for growth and development contained in the City of Hendersonville's Zoning Ordinance, 2030 Comprehensive Plan and Comprehensive Transportation Plan.

Approval With Conditions – The application is not fully consistent with all of the objectives and policies for growth and development of the City of Hendersonville's Zoning Ordinance, 2030 Comprehensive Plan and Comprehensive Transportation Plan, so the following conditions are recommended in order to make it fully consistent.

Denial – The application is not consistent with all of the objectives and policies for growth and development of the City of Hendersonville's Zoning Ordinance 2030 Comprehensive Plan and Comprehensive Transportation Plan.

This report reflects the recommendation of the Planning Board, this the 11 day of May, 2015.

Attest:

J. B. Blett
Planning Board Chair

J. Amos
Planning Director

APPEAL OF DEVELOPMENT DECISIONS

Section 7-13 of the Zoning Ordinance outlines the process for appeal of development decisions by City Council. The following Sections of the Zoning Ordinance apply specifically to Special Use Review:

Section 7-13-2 (b): Preliminary site plans. Decisions of the City Council regarding appeals from development decisions concerning applications for preliminary site plan approval may be appealed to the Superior Court by any aggrieved party. Such appeals shall be in the nature of certiorari and must be filed within 30 days after the filing of the decision in the office of the City Clerk or after a written copy thereof is delivered to every aggrieved party who has filed a written request for such copy with the Clerk at the time of the hearing, whichever is later. The copy of the decision of the Council may be delivered to aggrieved parties either by personal service for by registered mail or certified mail return receipt requested.

Section 7-13-2 (d): Special use review. Judicial review of decisions regarding applications processed under the provisions of special use review, established in Section 7-4, above, require special treatment due to the fact that they involve two separate applications which, though processed simultaneously, require Council to make two separate decisions exercising two different types of decision-making authority. One application requests enactment of an ordinance amending the Official Zoning Map, and the other requests issuance of a special use permit. The first application involves a legislative decision on the part of Council, and the second a quasi-judicial decision. The quasi-judicial decision, that is, the one concerning the application for a special use permit, may be appealed to the Superior Court by any aggrieved party in the manner prescribed in paragraph b), above. Such appeal shall be in the nature of certiorari. The legislative decision, which is the one concerning the request for rezoning, may be contested, in accordance with NCGS Section 160A-364.1, by a cause of action commenced within two months of the date of the decision.

The validity of the ordinance may be challenged in accordance with North Carolina General Statute Section 160A-364.1.

§ 160A-364.1. Statute of limitations.

A cause of action as to the validity of any zoning ordinance, or amendment thereto, adopted under this Article or other applicable law shall accrue upon adoption of the ordinance, or amendment thereto, and shall be brought within two months as provided in G.S. 1-54.1. (1981, c. 891, s. 3; 1995 (Reg. Sess., 1996), c. 746, s. 7.)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sue Anderson, Planning Director

Department: Planning

Date Submitted: May 14, 2015

Presenter: Sue Anderson

Date of Council Meeting to consider this item: June 4, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

File # P15-9-SUR

On September 6, 2012, City Council approved a Special Use Permit for a 100 foot lattice type telecommunication tower with a 10 foot lightning rod for a total height of 110 feet. The site is located on City owned property at 427 Armstrong Avenue.

The purpose of this tower is for the Hendersonville Water & Sewer Department Advanced Metering Infrastructure (AMI) system. This site also includes the location of one of two City owned reservoirs. The other reservoir is located on a separate adjacent parcel. The approved tower is intended to accommodate five antennas for the purpose of transmitting emergency services communications and water meter communications.

After preliminary conversations with the City Manager and Planning staff regarding replacement of the existing tower for a commercial use, the Planning Department received a Special Use Permit amendment application from Skyway Towers, LLC. The application proposes to replace the existing 100 foot lattice type telecommunication tower with a 150 foot monopole telecommunication tower. City Manager John Connet directed staff to process this application and to go through the Special Use Permit public hearing process prior to discussions with City Council on a potential lease agreement for the proposed new telecommunication tower and subsequent commercial use.

Budget Impact: \$0 _____ Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Not Applicable

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

See page six for suggested motions.

Attachments:

Memo

M E M O R A N D U M

TO: Honorable Mayor and City Council

FROM: Sue Anderson

RE: Amended Special Use Permit - Armstrong Telecommunication Tower

FILE #: P15-9-SUR

DATE: May 14, 2015

PROJECT DESCRIPTION

On September 6, 2012, City Council approved a Special Use Permit for a 100 foot lattice type telecommunication tower with a 10 foot lightning rod for a total height of 110 feet. The site is located on City owned property at 427 Armstrong Avenue and is listed as PIN 9568-25-6736. The Special Use Permit process is a requirement for telecommunication towers located in residentially zoned neighborhoods.

The purpose of this tower is for the Hendersonville Water & Sewer Department Advanced Metering Infrastructure (AIM) system. This site also includes the location of one of two City owned reservoirs. The other reservoir is located on a separate adjacent parcel. The approved tower is intended to accommodate five antennas for the purpose of transmitting emergency services communications and water meter communications.

After preliminary conversations with the City Manager and Planning staff regarding replacement of the existing tower for a commercial use, the Planning Department received a Special Use Permit amendment application from Skyway Towers, LLC. The application proposes to replace the existing 100 foot lattice type telecommunication tower with a 150 foot monopole telecommunication tower.

City Manager John Connet directed staff to process this application and to go through the Special Use Permit public hearing process prior to discussions with City Council on a potential lease agreement for the proposed new telecommunication tower and subsequent commercial use.

EXISTING LAND USE & ZONING

The reservoir property is surrounded by single family homes. Adjacent properties are classified as R15 Medium Density Residential.

COMPREHENSIVE PLAN CONSISTENCY

The reservoir property is classified as Natural Resource/Agricultural on the 2030 Comprehensive Plan's Future Land Use Map. Adjacent properties are classified as

Medium Intensity Neighborhood. The goal of the Natural Resource/Agricultural category is to “create an interconnected network of green infrastructure that preserves environmentally sensitive areas, protects water resources through low-impact stormwater management, provides floodwater storage, provides community open space and recreational opportunities, and preserves agricultural resources.” Comprehensive Plan consistency is addressed under “E” on page five.

Photo of Existing 100 Foot Lattice Type Telecommunication Tower



PLAN REVIEW

Zoning Ordinance Section 16-4-24 has specific requirements for telecommunication towers and antennas. The requirements include submitting an application, site development plan, engineered tower design, proof of regulatory compliance, general standards including complying with the Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) and standards for siting. The submitted plan meets the requirements of Section 16-4-24. Additional requirements for towers permitted under special use permits are listed below.

Setback (16-4-24.4a)

Telecommunication towers shall be set back from property lines abutting any residential district or use a distance equal to the tower height or 200 feet, whichever is greater. Towers erected on property owned by the US, state, county or municipality can have a reduced setback equivalent to the fall radius of the tower being erected or 100 feet, whichever is greater. This reduction only applies when the tower is used at least in part for the purpose of accommodating emergency services communications antennas.

Michael F. Plahovinsak, P. E., in a letter dated April 15, 2015, has stated that this monopole telecommunication tower, in the event of a failure due to extreme wind and comparable appurtenance antenna loads, will be designed so that the it would yield / buckle at the 70 foot elevation resulting in a maximum 80 foot fall radius.

According to the site layout on Sheet C-1 provided by the applicant, the proposed new tower is set back 129 feet from the nearest property line which is along Armstrong Avenue. Should City Council approve a lease, the new tower will also accommodate antennas for the purpose of transmitting emergency services communications and water meter communications.

Screening (16-4-24.4b)

A vegetative screen consisting of two staggered rows of evergreen shrubs on five foot centers, six feet tall at time of planting shall be planted in a 10 foot wide planting strip surrounding the required security fencing. The applicant is showing the required planting on a landscaping detail on Sheet C-2.

Feasibility (16-4-24.4c)

The applicant shall prove that there are no feasible collocation alternatives to meet the minimum service level necessary. A letter from Justin Hones, Project Manager of Skyway Towers, states that T-Mobile requested that Skyway find a location within a certain search area. During this search Skyway identified the existing City owned tower. T-Mobile is proposing to construct a new tower with sufficient height to meet T-Mobile's needs on a site where a tower currently exists.

Concealment (16-4-24.4d)

Under the Special Use Permit process, concealed towers are required unless existing topography, vegetation or other site conditions make the tower not readily visible from adjoining properties. The existing vegetation on site and the physical location make the existing tower not readily visible from adjoining properties with the exception of the adjoining reservoir property which does not include a residential use.

For the proposed monopole telecommunication tower, the applicant has submitted a variance application and supplemental information. A variance from the concealed tower standard is not required if City Council determines that existing topography, vegetation or other site conditions make the tower not readily visible from adjoining properties.

Noise (16-4-24.4e)

The tower shall be designed so that it is not reasonably likely to generate wind noise that is audible on adjoining properties.

Height (16-4-24.4f)

Maximum height for a telecommunications tower is 240 feet and maximum height for a tower requiring a special use permit is 100 feet with the exception of towers erected on property owned by the US, state, county or municipality. Towers owned by these entities can have a maximum height of 240 feet provided that such towers are used in part for the purpose of accommodating emergency services communications antennas.

The proposed new telecommunication tower is a 150 foot monopole type telecommunication tower. The property is owned by the City of Hendersonville. Should City Council approve a lease, the new tower will also accommodate antennas for the purpose of transmitting emergency services communications and water meter communications.

ANALYSIS

Section 7-4-10.1 of the Zoning Ordinance states, "no special use permit shall be approved by City Council unless each of the following findings is made."

- (A) The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.

The communication tower at the closest point is located 129 feet from the property line and is designed so that it would yield / buckle at the 70 foot elevation resulting in a maximum 80 foot fall radius should a catastrophic failure occur. Staff has not identified any other issues concerning public health, safety and general welfare.

- (B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.

The necessary electric service is already available on the property.

- (C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.

A variance from the requirement for a concealed tower has been requested by the applicant. Zoning Ordinance Section 16-4-24.4 (d) Concealment requires telecommunication towers going through the Special Use Permit process to be concealed unless it is determined that existing topography, vegetation or other site conditions sufficiently screen the tower from adjoining properties.

- (D) The use or development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.

A neighborhood compatibility meeting concerning the application was held on April 13, 2015. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property as required by Section 7-4-4.1 of the Zoning Ordinance. Staff included both reservoir parcels when creating the mailing list. Ninety-six notification letters were sent. No members of the general public were present for the meeting. Below is the Planning Director's Report

Planning Director's Report
Neighborhood Compatibility Meeting
Application for a Special Use Permit
Cell Tower – Armstrong Avenue File #P15-9-SUR
Monday April 13, 2015 1:30 p.m.

Name	Address	Name	Address
Thomas Johnson (applicant)	Raleigh, NC	Lee Smith	City Operations
Sue Anderson	City Hall	Lu Ann Welter	City Hall

With no members of the public in attendance, Ms. Anderson called the meeting at 1:40.

- (E) The use or development conforms to the general plans for the physical development of the City as embodied in this Ordinance and in the *Comprehensive Plan* and the *Comprehensive Transportation Plan*.

The 2030 Comprehensive Plan's Natural Resource/Agricultural category lists "utilities other than stormwater management" as a secondary recommended land use. The Plan recommends secondary uses be allowed on a case-by-case basis through special use procedures.

The Comprehensive Transportation Plan does not indicate any improvements to Armstrong Avenue and the proposed tower location is 129 feet from the right-of-way.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting of May 11, 2015. The Planning Board voted unanimously to recommend City Council City approve a variance from the requirement for a concealed tower as stated in Zoning Ordinance Section 16-4-24.4(d) Concealment.

The Planning Board also voted unanimously to recommend that City Council approve the application for an amended Special Use Permit based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the published List of Uses and Conditions.

The Planning Board Report is included with this memorandum.

SUGGESTED MOTIONS

Variance

Approval: I move City Council to approve a variance from the requirement for a concealed tower as stated in Zoning Ordinance Section 16-4-24.4(d) Concealment.

[PLEASE STATE YOUR REASONS]

Denial: I move City Council to not approve a variance from the requirement for a concealed tower as stated in Zoning Ordinance Section 16-4-24.4(d) Concealment.

[PLEASE STATE YOUR REASONS]

Amended Special Use Permit

Approval: I move City Council to approve the application for an amended Special Use Permit based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the published List of Uses and Conditions.

[ADD, IF APPLICABLE, "AND THE FOLLOWING ADDITIONAL CONDITIONS"]

Denial: I move City Council to not approve the application for an amended Special Use Permit.

[PLEASE STATE YOUR REASONS]

RE: Armstrong Telecommunication Tower (File No. P15-9-SUR)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Telecommunication Tower and Antennas

Public Utility Facility (Existing)

II. Recommended Conditions:

- (1) Shall Be Attached to the Special Use Permit and Satisfied Prior to Issuance of Final Site Plan Approval:**

A lease agreement shall be executed at the discretion of City Council between the City of Hendersonville and the appropriate party in a time frame established by City Council.

- (2) Shall Be Attached to the Special Use Permit:**

Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Zoning Ordinance.

City of Hendersonville

Signature: _____

Printed Name: _____

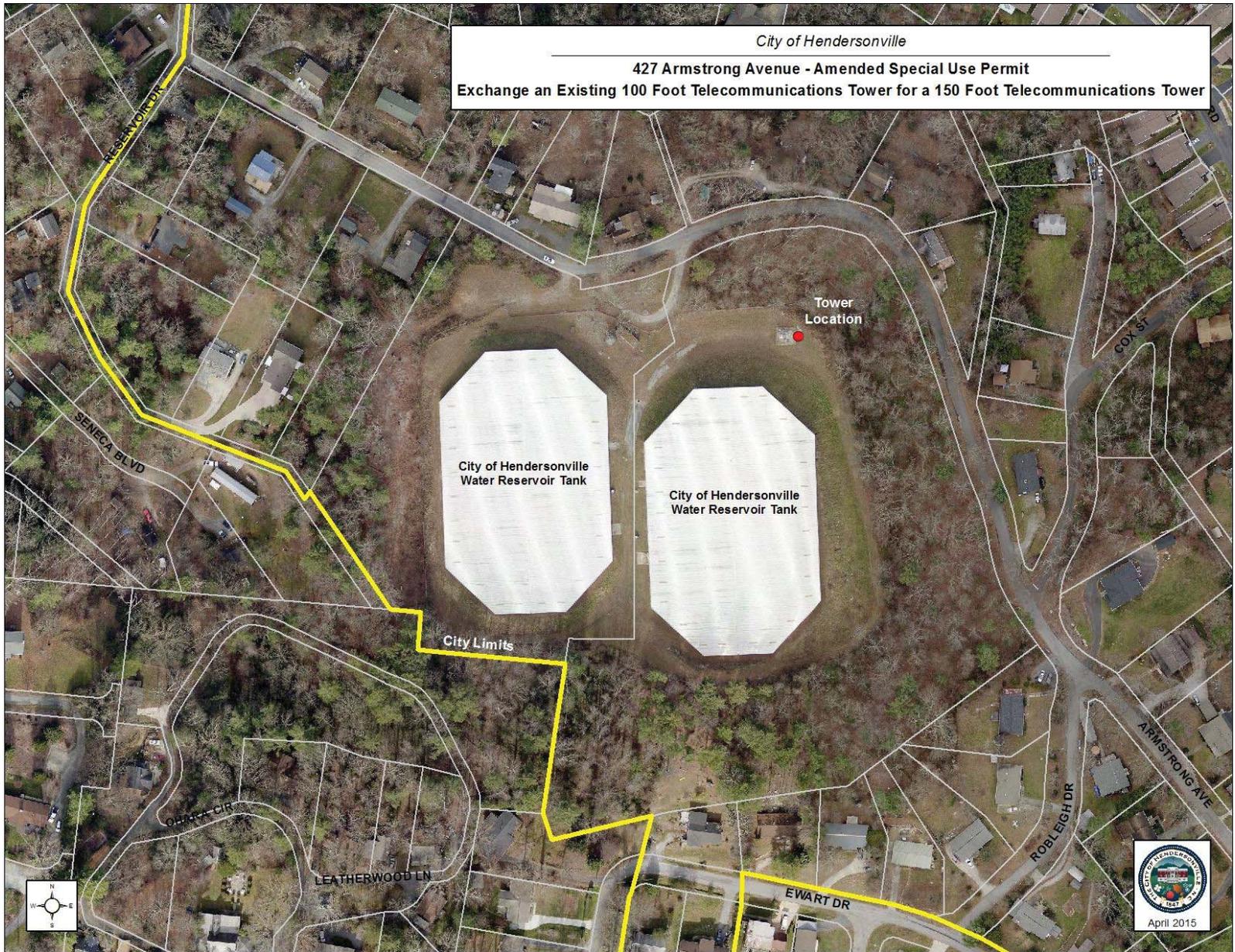
Date: _____

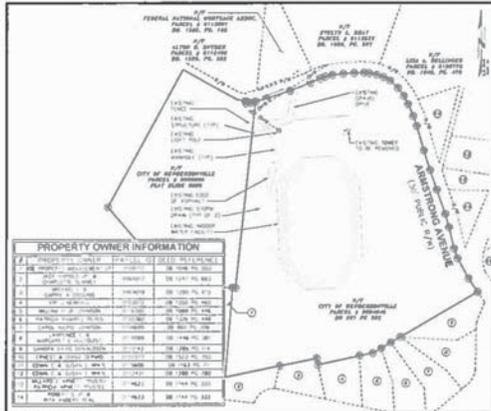
Nexsen - Pruet / Skyway Towers LLC

Signature: _____

Printed Name: _____

Date: _____

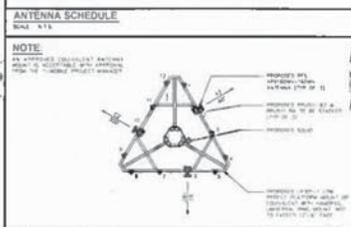




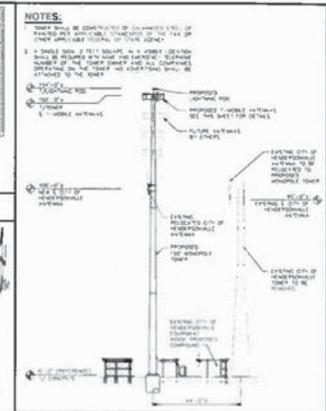
OVERALL EXISTING LAYOUT
SCALE: 1" = 100'

ANTENNA / COAX SCHEDULE

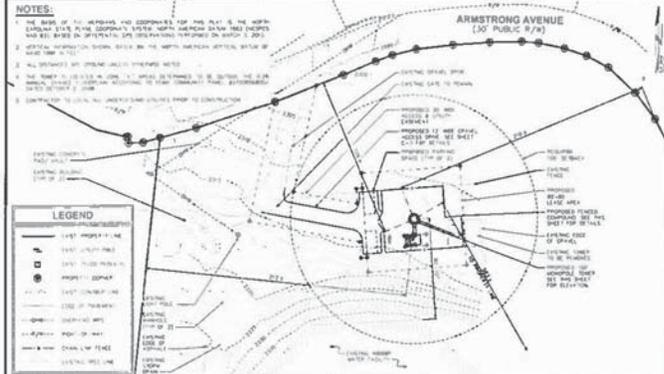
ANTENNA SECTION	MANUFACTURER	MODEL OR TYPE	SIZE	HEIGHT	FEED	SOAK	COAX	WIND	SWITCH	REMARKS
1	ALPHA	1000	100"	100'	1/2"	1/2"	1/2"	1/2"	1/2"	(1) PROTECT SW
2	BETA	2000	200"	200'	1/2"	1/2"	1/2"	1/2"	1/2"	(1) PROTECT SW
3	GAMMA	3000	300"	300'	1/2"	1/2"	1/2"	1/2"	1/2"	(1) PROTECT SW



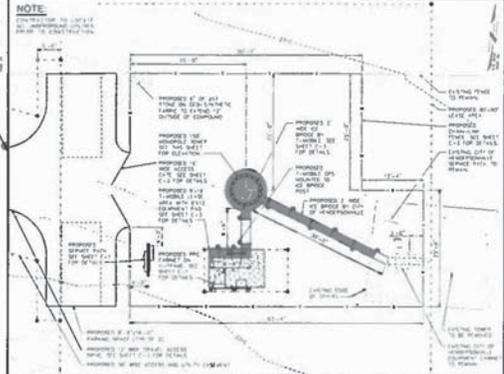
ANTENNA PLAN VIEW
SCALE: 1" = 10'



TOWER ELEVATION
SCALE: 1" = 20'



SITE LAYOUT
SCALE: 1" = 30'



COMPOUND DETAIL
SCALE: 1" = 10'

NOTES:

- THE BASIS OF ALL DIMENSIONS AND COORDINATES FOR THIS PLAN IS THE NORTH-CENTRAL STATE PLANE COORDINATE SYSTEM WITH ANCHOR POINT THAT COORDINATES ARE LISTED BELOW IN DECIMALS. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- VERTICAL INFORMATION SHOWN ON THIS PLAN IS THE NORTH-CENTRAL STATE PLANE COORDINATE SYSTEM WITH ANCHOR POINT THAT COORDINATES ARE LISTED BELOW IN DECIMALS.
- ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
- THE OWNER IS ADVISED THAT THIS PLAN IS PRELIMINARY AND IS SUBJECT TO CHANGE WITHOUT NOTICE AND WITHOUT LIABILITY TO THE ENGINEER.
- CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.

NOTE:

CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.

Mobile

PRELIMINARY SITE PLAN & TOWER ELEVATION

CHARLTON AVE. TOWER TO SARGENT SKYWAY SITE # NC-0883

C-1

City of Hendersonville

PLANNING BOARD REPORT

Project Name: Armstrong Telecommunication Tower
Application for Issuance of an Amended Special Use Permit

File Number: P15-9-SUR

Variance Request

Approval – Recommend City Council approve a variance from the requirement for a concealed tower as stated in Zoning Ordinance Section 16-4-24.4 (d).

Denial – Recommend City Council not approve a variance from Zoning Ordinance Section 16-4-24.4 (d).

Special Use Permit

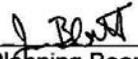
Approval – The application is consistent with all of the objectives and policies for growth and development contained in the City of Hendersonville's Zoning Ordinance, 2030 Comprehensive Plan and Comprehensive Transportation Plan.

Approval With Conditions – The application is not fully consistent with all of the objectives and policies for growth and development of the City of Hendersonville's Zoning Ordinance, 2030 Comprehensive Plan and Comprehensive Transportation Plan, so the following conditions are recommended in order to make it fully consistent.

Denial – The application is not consistent with all of the objectives and policies for growth and development of the City of Hendersonville's Zoning Ordinance 2030 Comprehensive Plan and Comprehensive Transportation Plan.

This report reflects the recommendation of the Planning Board, this the 11th day of May, 2015.

Attest:



Planning Board Chair



Planning Director

APPEAL OF DEVELOPMENT DECISIONS

Section 7-13 of the Zoning Ordinance outlines the process for appeal of development decisions by City Council. The following Sections of the Zoning Ordinance apply specifically to Special Use Review:

Section 7-13-2 (b): Preliminary site plans. Decisions of the City Council regarding appeals from development decisions concerning applications for preliminary site plan approval may be appealed to the Superior Court by any aggrieved party. Such appeals shall be in the nature of certiorari and must be filed within 30 days after the filing of the decision in the office of the City Clerk or after a written copy thereof is delivered to every aggrieved party who has filed a written request for such copy with the Clerk at the time of the hearing, whichever is later. The copy of the decision of the Council may be delivered to aggrieved parties either by personal service for by registered mail or certified mail return receipt requested.

Section 7-13-2 (d): Special use review. Judicial review of decisions regarding applications processed under the provisions of special use review, established in Section 7-4, above, require special treatment due to the fact that they involve two separate applications which, though processed simultaneously, require Council to make two separate decisions exercising two different types of decision-making authority. One application requests enactment of an ordinance amending the Official Zoning Map, and the other requests issuance of a special use permit. The first application involves a legislative decision on the part of Council, and the second a quasi-judicial decision. The quasi-judicial decision, that is, the one concerning the application for a special use permit, may be appealed to the Superior Court by any aggrieved party in the manner prescribed in paragraph b), above. Such appeal shall be in the nature of certiorari. The legislative decision, which is the one concerning the request for rezoning, may be contested, in accordance with NCGS Section 160A-364.1, by a cause of action commenced within two months of the date of the decision.

The validity of the ordinance may be challenged in accordance with North Carolina General Statute Section 160A-364.1.

§ 160A-364.1. Statute of limitations.

A cause of action as to the validity of any zoning ordinance, or amendment thereto, adopted under this Article or other applicable law shall accrue upon adoption of the ordinance, or amendment thereto, and shall be brought within two months as provided in G.S. 1-54.1. (1981, c. 891, s. 3; 1995 (Reg. Sess., 1996), c. 746, s. 7.)

Thomas H. Johnson, Jr.
Member
Admitted in NC

April 20, 2015

VIA EMAIL AND UPS

Ms. Susan Anderson
Planning Director
Hendersonville Planning Department
145 Fifth Avenue East
Hendersonville, NC 28792

Re: Application for a Variance with a Special Use Permit for the Tower Proposed at
427 Armstrong Avenue

Dear Ms. Anderson:

I am enclosing an Application for a Variance with a Special Use Permit, along with the Exhibit A attachment to the application.

In support of our application, enclosed are ten (10) copies each of the Photo Simulations of the tower from ten different views, and a separate set of photographs with an arrow pointing to the tower.

If you have any questions or need any additional information, please do not hesitate to contact me. We look forward to working with you to complete this site.

Very truly yours,



Thomas H. Johnson, Jr.
Member

Enclosures

cc: Justin Jones (Via E-Mail)

Charleston
Charlotte
Columbia
Greensboro
Greenville
Hilton Head
Myrtle Beach
Raleigh



CITY OF HENDERSONVILLE PLANNING DEPARTMENT

145 Fifth Avenue East ~ Hendersonville, NC ~ 28792-4328

Phone (828) 697-3088 ~ Fax (828) 697-3014

www.cityofhendersonville.org

APPLICATION FOR A VARIANCE WITH SPECIAL USE PERMIT

Section 7-4-14 City Zoning Ordinance

The following are required to constitute a complete application for a variance:

- ~ This form including the property owner(s) signature(s).
- ~ Special Use Permit Application
- ~ Supporting documents, if applicable.
- ~ Photographs, optional.

Date 04/17/2015

Project Name Chariton Avenue NC-08823

Applicant Skyway Towers, LLC c/o Thomas H. Johnson, Jr., agent

Address 4141 Parklake Ave., Suite 200, Raleigh, NC 27612

Phone 919-786-2764

Fax 919-890-4553

Email TJohnson@nexsenpruet.com

If different from above:

Property Owner: Name City of Hendersonville

Address 427 Armstrong Ave., Hendersonville, NC 28792

TO THE CITY COUNCIL:

I, Thomas H. Johnson, Jr., agent (OWNER/AGENT), hereby petition the City Council for a variance from the literal provisions of the Zoning Ordinance of the City of Hendersonville.

I request a variance from the following provisions of the ordinance (cite section numbers).

Section 16-4-23.4 Additional Standards for Siting Telecommunications Towers Pursuant to Special Use Permits. d) Concealment. Only concealed towers as defined in the ordinances or tower which, due to existing topography, vegetation, or other site conditions, would not be readily visible from adjoining properties, shall be granted special use permits.

Official Use:

DATE RECEIVED: _____ BY _____

FACTORS RELEVANT TO THE ISSUANCE OF A VARIANCE (Section 7-4-14):

For applications undergoing special use review, City Council may authorize variances in specific cases from the dimensional and improvements standards of the zoning ordinance upon finding that a literal enforcement of such standards will result in practical difficulty or unnecessary hardship and so long as the granting of such variance or variances will not result in a use or development which would violate the findings of fact required by Section 7-4-10. Variances may not be granted with regard to uses or to intensity.

FINDINGS OF FACT (Section 7-4-10.1) No special use permit shall be approved by City Council unless each of the following findings is made.

The burden of establishing these findings of fact shall lie upon the applicant. In addressing the issue of compatibility, as required, the applicant must demonstrate compatibility with the particular neighborhood in which the development or use is to be located. The fact that a use is authorized as a special use within a zoning district classification shall not give rise to a presumption that such special use is compatible with other uses authorized in the zoning district classification.

(A) The use or development is located, designed and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.

See Attached Exhibit A

(B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.

See Attached Exhibit A

(C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.

See Attached Exhibit A

(D) The use or development is located, designed and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.

See Attached Exhibit A

(E) The use or development conforms with the general plans for the physical development of the City as embodied in this Ordinance and in the *Land Development Plan* and the *Thoroughfare Plan*.

See Attached Exhibit A

Signature 

Exhibit A
Application for a Variance with a Special Use Permit
Section 7-4-14 City Zoning Ordinance

Skyway Towers, LLC & City of Hendersonville
427 Armstrong Ave.,
Hendersonville, NC 28792

- (A) The use or development is located, designed and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.**

The development of the telecommunications facility on the site will enhance wireless telecommunications service in this area of Hendersonville for the benefit of residents and the City of Hendersonville.

This proposed tower is newer and meets more up-to-date building standards than the existing tower, which will improve public safety and welfare. This tower will provide more reliable access to 911 by customers of T-Mobile which will enhance the public safety and welfare of area citizens and in addition will include the antennas that support the mission of the City of Hendersonville Utility Department. Providing a replacement tower on this site limits the proliferation of towers. As a result, approving this variance will ensure that the public safety and welfare have been secured and substantial justice has been done without additional impact on the community.

- (B) There are, or will be at the time they are required, adequate public facilities to serve the use or development as specified in Section 7-11.**

The proposed use will have virtually no impact on the provision of services and utilities; it will not require water, sewer, or garbage collection services. The proposed use will have virtually no impact on traffic conditions in the vicinity – the site will use an existing access used for the water storage facility and the only traffic generated by the tower will be visits by maintenance vehicles approximately twice a month.

- (C) The use or development complies with all required regulations and standards of the Zoning Ordinance or with variances thereto, if any, granted pursuant to Section 7-4-14, and with all other applicable regulations.**

All of the regulations and standards applicable to the proposed use have been met or exceeded.

- (D) The use or development is located, designed and proposed to be operated so as to be compatible with the particular neighborhood in which it is located.**

The proposed tower on this site will have limited visibility and replaces an existing lattice tower owned by the City with a monopole tower that has a slimmer profile. The site already has large water storage tanks and the proposed tower, like the existing one, is

consistent with the utility that already exists on this site. Using a replacement tower on this site limits the number of new towers in the community, provides a newer slimmer tower and is being used to provide the government function of the current tower.

- (E) **The use or development conforms with the general plans for the physical development of the City as embodied in this Ordinance and in the Land Development Plan and the Thoroughfare Plan.**

If the use is allowed in the district where proposed as a special use, it is presumed to conform with the general plans for the physical development of the City as embodied by the Ordinance and in the Land Development Plan and Thoroughfare Plan. In addition, this is a replacement tower for one that already exists and was deemed as conforming when approved.



1) Photo facing the proposed tower from Whitted St. (Visible)



2) Photo facing the proposed tower from the intersection of Whitted St. (Visible)



3) Photo facing the proposed tower from terminus of Dale St. (Partially Visible)



4) Photo facing the proposed tower from Rose St. (Not Visible)



5) Photo facing the proposed tower from the intersection of Whitted St. & Allen St. (Not Visible)



6) Photo facing the proposed tower from the intersection of 3rd Ave. & Whitted St. (Not Visible)



7) Photo facing the proposed tower from the intersection of Ehringhaus St. & 3rd Ave. (Not Visible)



8) Photo facing the proposed tower from the intersection of Whitted St. & 4th Ave. (Not Visible)



9) Photo facing the proposed tower from the intersection of 5th Ave. and Whitted St. (Not Visible)



10) Photo facing the proposed tower from 5th Ave. (Not Visible)



11) Photo facing the proposed tower from the intersection of 5th Ave. & Eringhaus St. (Not Visible)



12) Photo facing the proposed tower from the intersection of Adams St. & Jefferson St. (Not Visible)



13) Photo facing the proposed tower from Oak Hill St. (Not Visible)



14) Photo facing the proposed tower from the intersection of Oak Hill St. & 5th Ave. (Not Visible)



15) Photo facing the proposed tower from the intersection of Valley St. & 4th Ave. (Not Visible)



16) Photo facing the proposed tower from 3rd Ave. (Not Visible)



17) Photo facing the proposed tower from the intersection of 4th Ave. & Blythe St. (Not Visible)



18) Photo facing the proposed tower from the intersection of Blythe St. & Glenbrook Dr. (Not Visible)



19) Photo facing the proposed tower from the intersection of Iowa St. & Blythe St. (Not Visible)









CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 5/27/2015

Presenter: John Connet

Date of Council Meeting to consider this item: 6/4/2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 09

The June 2014 UNC School of Government report on the Historic 7th Avenue District recommended the expansion of the current Municipal Service District. Prior to expanding the service district, the City Council must conduct a public hearing and receive a report from staff regarding the expansion and provision of service. The public hearing notice and a copy of the report have been mailed to all of the effected property owners. If the City Council wishes to move forward with the expansion, they must approved the attached resolution.

Budget Impact: \$6,000+/- _____ Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

This additional revenue is budgeted in the FY 2015-16 Budget.

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

I move that the City Council adopt the resolution to expand the Seventh Avenue Municipal Service District.

Attachments:

Proposed Resolution

**A RESOLUTION ESTABLISHING THE SEVENTH AVEUNE
MUNICIPAL SERVICES DISTRICT**

WHEREAS, The “Municipal Service District Act of 1973”, codified as North Carolina General Statutes 160A-535 through 160A-549, authorizes municipalities to define service districts in order to finance, provide, or maintain for the districts certain services, facilities or functions in addition to or to a greater extent than those financed, provided or maintained for the entire city; and

WHEREAS, there exist a strong desire on the part of the Seventh Avenue Advisory Committee to expand the Seventh Avenue Service District to include like businesses and property owners in the area; and

WHEREAS, the University of North Carolina School of Government Development Finance Initiative completed a study of the 7th Avenue District in June 2014 and recommended expansion; and

WHEREAS, a document entitled ‘ A Report Supporting the Expansion of the Seventh Avenue Municipal Service District has been prepared by the City of Hendersonville, which document shows that the proposed district meets the standards set out in subsection (a) of General Statutes 160-537: and

WHEREAS, the aforementioned report has been available for public inspection for a period of not less than four weeks prior to the public hearing to consider adoption of this resolution; and

WHEREAS, notice of this public hearing has been made in accordance with General Statutes 160A-537(c); and

WHEREAS, Hendersonville City Council finds the proposed district is in need of one or more services, facilities or functions, listed in General Statutes 160A-536 to a demonstrably greater extent than the remainder of the city.

NOW, THEREFORE, it is RESOLVED as follows:

1. The Seventh Avenue Municipal Service District is hereby expanded.
2. The boundaries of the Seventh Avenue Municipal Service District Expansion shall be as shown on the map attached to this Resolution.
3. The Seventh Avenue Municipal Services District shall be financed, for Fiscal Year 2015-16, through a tax levy of \$0.12 per 100 valuation on all real and personal property within the proposed municipal services district boundaries.
4. The effective date of this resolution shall be July 1, 2015.

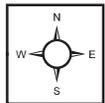
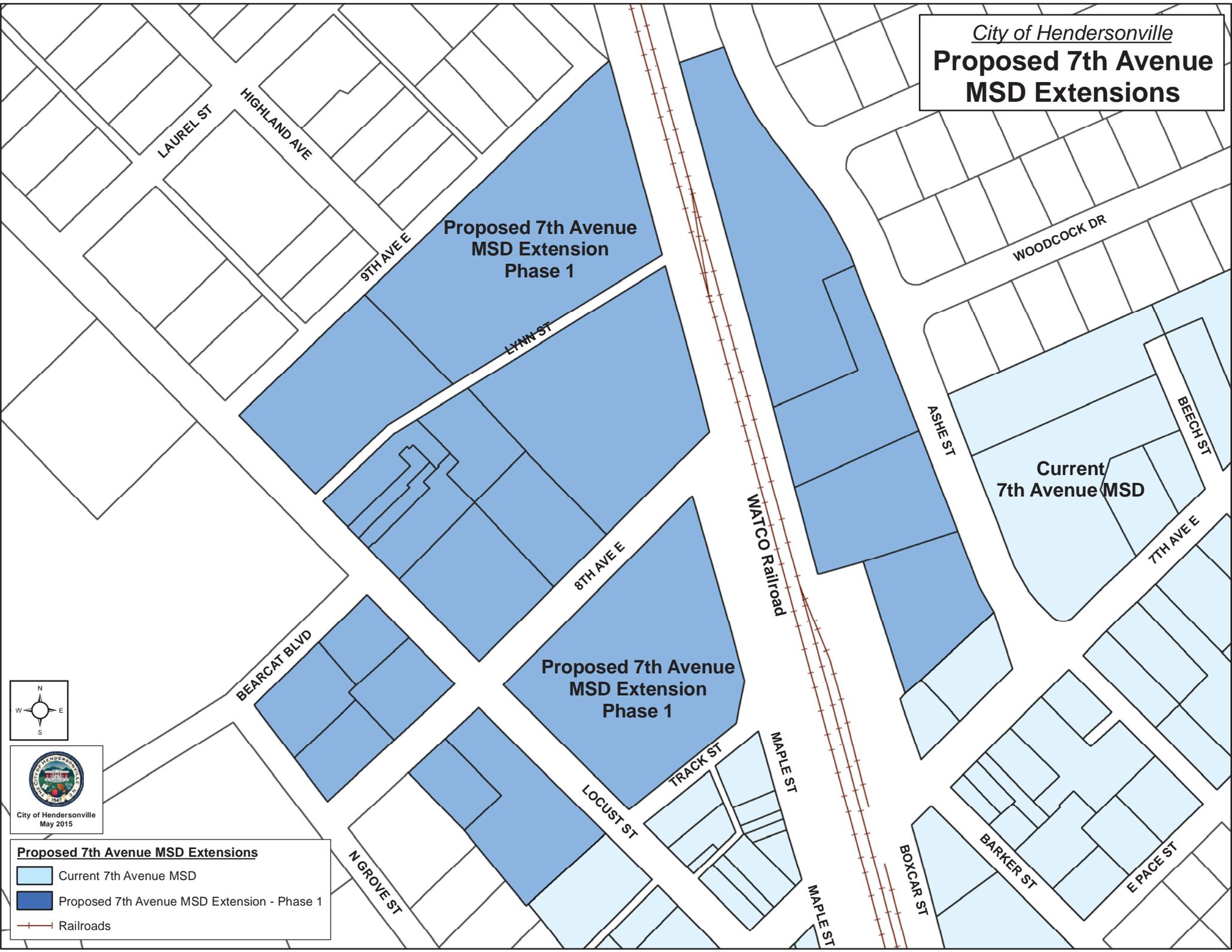
Adopted this fourth day of June, 2015.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, CMC, City Clerk

City of Hendersonville
**Proposed 7th Avenue
MSD Extensions**



Proposed 7th Avenue MSD Extensions

- Current 7th Avenue MSD
- Proposed 7th Avenue MSD Extension - Phase 1
- Railroads



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Sue Anderson, Planning Director

Department: Planning

Date Submitted: May 15, 2015

Presenter: Sue Anderson

Date of Council Meeting to consider this item: June 4, 2015

Nature of Item: Council Action

Summary of Information/Request:

Item # 10

File # P14-49-T

On May 7, 2015, City Council held a public hearing regarding amendments to the Zoning Ordinance. During the meeting City Council discussed the public noticing requirements drafted by staff. City Council suggested that the public notice for development projects between 10,000 and 20,000 square feet be posted once a development application has been received instead of posting after the development application is approved. City Council then voted to continue the public hearing to the next City Council meeting to give staff time to make the suggested change.

The attached memo includes the proposed text amendments.

Budget Impact: \$0 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Not Applicable

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

Approval: I move the City Council to adopt an ordinance amending City of Hendersonville Zoning Ordinance Article VII.

[PLEASE STATE YOUR REASONS]

Attachments:

Memo

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Planning Department
RE: Streamlining Permit Process
FILE #: P14-49-T
DATE: May 15, 2015

PROJECT HISTORY

On May 7, 2015, City Council held a public hearing regarding amendments to the Zoning Ordinance. During the meeting City Council discussed the public noticing requirements drafted by staff. City Council suggested that the public notice for development projects between 10,000 and 20,000 square feet be posted once a development application has been received instead of posting after the development application is approved. City Council then voted to continue the public hearing to the next City Council meeting to give staff time to make the suggested change.

SUGGESTED TEXT AMENDMENTS

Listed below are the areas of site plan review that are being recommended for revision. Additions are underlined and deletions are struck through.

The following change is to clarify the specifications for preliminary site plan and final site plan.

7-3-1 Applications. There are two types of site plan review, preliminary and final, as described below. All applications for site plan approval shall be made to the Planning Director on forms prescribed by the Planning Director. Applications shall include, without limitation, the name and address of the applicant, the name and address of the owner of all the property involved, the relationship of the applicant and property owner(s) in connection with the application, and a site plan conforming to the specifications of Subsection 7-3-3 for a preliminary site plan and Subsection 7-3-4 for a final site plan. If the applicant is other than the record owner of the property, the consent of the record owner to the application shall be noted on the application or in some other fashion acceptable to the Planning Director. The application shall also designate an agent for the project to whom notice may be given by the City. The Planning Director shall prescribe any other material that may reasonably be required to determine compliance with this article and shall require sufficient copies for necessary referrals and records.

Based on the discussion at the Business Advisory Committee meeting, Staff has added language for the posting of properties. Please note that the language below addresses the square footage of projects exempt from Planning Board review.

7-3-3 Review of Preliminary Site Plans. Review of preliminary site plans applies to larger projects where the costs of developing detailed final plans can be substantial. It is designed to provide the applicant an opportunity to obtain at a reasonable cost binding authorization to develop property in a certain fashion. Review of preliminary plans is a function of the Planning Board. Preliminary plan review is required of all development undergoing site plan review except for the following:

- a) Any commercial, industrial or institutional development consisting of less than ~~40,000~~ 20,000 ft² of floor area;
- b) Addition of not more than 30 parking spaces;
- c) Any development which has already received preliminary site plan approval;
- d) Any development for which a special use permit has been issued; and
- e) Any minor planned residential development consisting of less than nine dwelling units.

For development projects under a) above, notice of receipt of a development application for commercial or industrial development between 10,000 ft² to less than 20,000 ft² of floor area shall be provided in the following manner. The City shall prominently post a notice of receipt of a development application on the site or on an adjacent public street or highway right-of-way. The notice shall be a minimum of 18 inches by 24 inches in size and shall identify the means to contact an official for information about the development application. The notice shall be posted within 10 days of receipt of a development application and remain on the site or on an adjacent public street or highway right-of-way for a minimum of 30 days.

Approval of a preliminary site plan by the Planning Board does not entitle the applicant to develop property, but it does entitle the applicant to final site plan approval pursuant to Subsection 7-3-4, below, upon submittal of an application for final site plan approval, payment of the applicable fee and submittal of a final site plan conforming to the preliminary site plan approval, including any conditions attached thereto.

AN ORDINANCE AMENDING ARTICLE VII DEVELOPMENT REVIEW OF THE ZONING ORDINANCE OF THE CITY OF HENDERSONVILLE PERTAINING TO THE PLANNING BOARD

WHEREAS, the General Assembly of the State of North Carolina has granted authority to municipalities to adopt, administer and enforce zoning and subdivision regulation ordinances, building codes, and minimum housing standards and other related measures; and

WHEREAS, the General Assembly of the State of North Carolina has granted authority to municipalities to amend, supplement, change, modify or repeal zoning regulation ordinances; and

WHEREAS, the City of Hendersonville desires to amend those regulations in order to streamline the permit approval process.

NOW, THEREFORE, be it ordained by the City Council of the City of Hendersonville:

1. Article VII Development Review, Subsection 7-3-1 Applications is hereby amended to include the following addition:

7-3-1 Applications. There are two types of site plan review, preliminary and final, as described below. All applications for site plan approval shall be made to the Planning Director on forms prescribed by the Planning Director. Applications shall include, without limitation, the name and address of the applicant, the name and address of the owner of all the property involved, the relationship of the applicant and property owner(s) in connection with the application, and a site plan conforming to the specifications of Subsection 7-3-3 for a preliminary site plan and Subsection 7-3-4 for a final site plan. If the applicant is other than the record owner of the property, the consent of the record owner to the application shall be noted on the application or in some other fashion acceptable to the Planning Director. The application shall also designate an agent for the project to whom notice may be given by the City. The Planning Director shall prescribe any other material that may reasonably be required to determine compliance with this article and shall require sufficient copies for necessary referrals and records

2. Article VII Development Review, Subsection 7-3-3 Review of Preliminary Site Plans is hereby amended to include the following additions and deletions:

7-3-3 Review of Preliminary Site Plans. Review of preliminary site plans applies to larger projects where the costs of developing detailed final plans can be substantial. It is designed to provide the applicant an opportunity to obtain at a reasonable cost binding authorization to develop property in a certain fashion. Review of preliminary plans is a function of the Planning Board. Preliminary plan review is required of all development undergoing site plan review except for the following:

- a) Any commercial, industrial or institutional development consisting of less than ~~40,000~~ 20,000 ft² of floor area;
- b) Addition of not more than 30 parking spaces;
- c) Any development which has already received preliminary site plan approval;
- d) Any development for which a special use permit has been issued; and
- e) Any minor planned residential development consisting of less than nine dwelling units.

For development projects under a) above, notice of receipt of a development application for commercial or industrial development between 10,000 ft² to less than 20,000 ft² of floor area shall be provided in the following manner. The City shall prominently post a notice of receipt of a development application on the site or on an adjacent public street or highway right-of-way. The notice shall be a minimum of 18 inches by 24 inches in size and shall identify the means to contact an official for information about the development application. The notice shall be posted within 10 days of receipt of a development application and remain on the site or on an adjacent public street or highway right-of-way for a minimum of 30 days.

Approval of a preliminary site plan by the Planning Board does not entitle the applicant to develop property, but it does entitle the applicant to final site plan approval pursuant to Subsection 7-3-4, below, upon submittal of an application for final site plan approval, payment of the applicable fee and submittal of a final site plan conforming to the preliminary site plan approval, including any conditions attached thereto.

- 3. Any person violating the provisions of this ordinance shall be subject to the penalties set forth in Section 9-8 of the Zoning Ordinance.
- 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.
- 5. If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.
- 6. The enactment of this ordinance shall in no way affect the running of any amortization provisions or enforcement actions, or otherwise cure any existing zoning violations.

7. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this _____ day of _____, 2015

Barbara Volk, Mayor

Attest:

Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 5/27/2015

Presenter: John F. Connet

Date of Council Meeting to consider this item: June 4, 2015

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 11

City staff continue to get requests from citizens to assist with the replacement of stormwater pipes that cross private property. These pipes in most cases were installed many years ago to allow the property owners to close open ditches. There is limited information on most of these pipes and in most cases no maintenance or drainage easements. However, in some cases water from City streets run through these pipes and if the pipes failed, the City would have to close the street until the water drained off the street. The current City policy is that the City will not repair anything outside of the City's Right of Way. Our policy is consistent with the policies of most cities and NCDOT.

Brent Detwiler, Tom Wooten and I have discussed the on going problem of dealing with aging stormwater infrastructure. Due to cost of replacing of these pipes and the lack of sustainable funding (stormwater utility), we would recommend that we maintain our current policy and work with property owners on a case by case basis, to determine if City participation in pipe repairs are in the best interest of the taxpayer.

We will make a presentation to show you examples and request further direction from the City Council.

Budget Impact: \$ TBD 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.*

NA

Attachments:

None



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 05.27.15

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 06.04.15

Nature of Item: Council Action

Summary of Information/Request:

Item # 14

Appointments:

ABC Board: The term of Marcie Kane will expire June 30, 2015. She is willing to serve another term on the Board. Also attached is a letter from Mr. English requesting her reappointment. We have no other applications on file at this time for the ABC Board.

EAST FLAT ROCK COMMUNITY PLAN ADVISORY COMMITTEE: The Henderson County Board of Commissioners invited the City to appoint a non-voting liaison to this committee. You have received an application from Sarah Hoffert.

Vacancies:

SEVENTH AVENUE ADVISORY COMMITTEE: There are two vacancies on this Committee: one "in-district" position and one "at large" position. The applications that were submitted last year are in your Dropbox folder under "City Council Agendas and Reports\2015\Board Applicants\ Seventh Ave Adv Committee". No new applications have been received.

ENVIRONMENTAL SUSTAINABILITY BOARD: The ESB consists of five City residents and up to four additional members residing outside the City may be appointed for their particular areas of expertise. The ESB has three vacant City representative positions. We were recently informed that Mr. Jim Kane has resigned from the Board. You have one application from Rhonda Brissie (inside-City) who was also recently appointed to the Business Advisory Committee. The application is in your Dropbox folder under: "City Council Agendas and Reports\2015\Board Applicants\ Environmental Sustainability Bd".

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

I move to (re)appoint ...

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

Attachments:

applications, member lists