

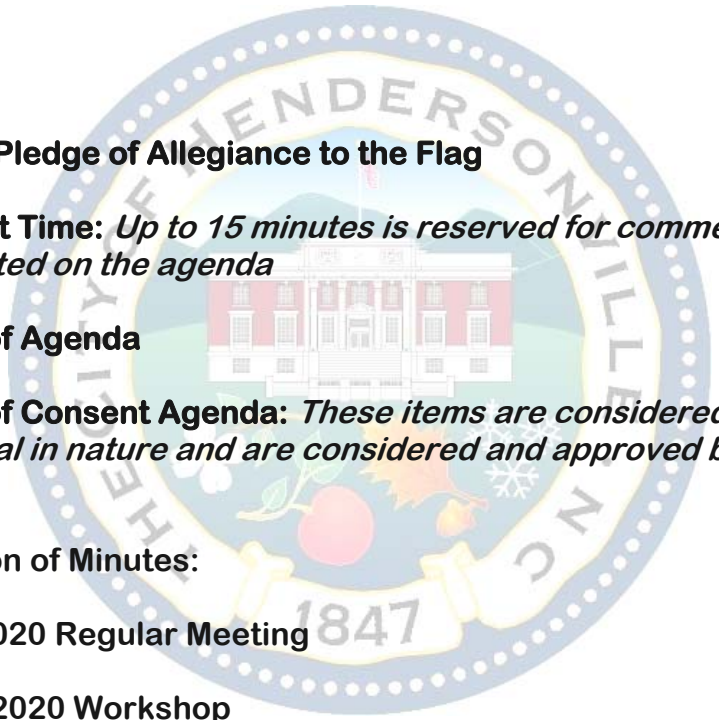
AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

[ELECTRONIC]

MAY 7, 2020 – 5:45 P.M.

ASSEMBLY ROOM - OPERATIONS CENTER
305 WILLIAMS ST.
HENDERSONVILLE NC 28792

- 
1. **Call to Order**
 2. **Invocation and Pledge of Allegiance to the Flag**
 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:**
 - i. April 2, 2020 Regular Meeting
 - ii. April 22, 2020 Workshop
 - B. **Consideration of Utility Extension Agreement - Cantrell Hills and Townes at Stonecrest Development**
 - C. **Consideration of Engagement Letter from Greene, Finney LLP and Contract to Audit the City's Financial Statements for Fiscal Year Ending June 30, 2020**
 - D. **Ratification of COVID-19 Positive Test Policy**
 - E. **Ratification of Emergency Family Medical Leave Act (FMLA) Policy**
 - F. **Ratification of Temporary Leave and School Closure Policy**
 - G. **Consideration of Reclassification of Human Resources Analyst Pay Grade**

H. Consideration of Agreement with YMCA to Manage Patton Pool

I. Consideration of Proposed Greenway Map

J. Consideration of the Certificate of Sufficiency for the Annexation of Ivy Terrace

K. Consideration of a Resolution to Adopt the South Mountains Regional Hazard Mitigation Plan

L. Consideration of Sale of Personal Property

M. Consideration of Grey Mill Loan Deferral Request

N. Consideration of Revisions to the Utility Billing Policy and Procedures

O. Consideration of Special Appropriations Full Funding List

- 6. Public Hearing - Consideration of an Application from Jeff Justus to Rezone the Property Identified as PIN 9578-51-0342 located at 1601 Old Spartanburg Road from R-15 Medium Density Residential, C-3 Highway Business and C-3SU Highway Business Special Use to C-3 Highway Business.**

Presenter: Planner Tyler Morrow

- 7. Public Hearing to Accept Public Input Regarding the Proposed Installment Financing Contracts in a Principal Amount not to exceed \$11,500,000 and Deeds of Trust Pursuant to Section 160A-20 of the North Carolina General Statutes for the Purpose of Providing Funds to pay the Capital Costs of the Construction and Equipping of a new Police Headquarters to be Located within the Block Bounded by Ashe Street, E. Pace Street, Beech Street, and Jonas Street within the City**

Presenter: Budget Analyst Adam Murr

- 8. Discussion of Delaying/Continuing City Council Actions Requiring Public Hearings and Options for Public Input**

Presenter: City Manager John Connet

- 9. Reports/Comments by Mayor and City Council Members**

- 10. Staff Reports**

a. Investment Report

b. Report on Vacancies and Up-Coming Appointments to Boards/Commissions

- 11. New Business**

- 12. Closed Session as Provided under NCGS §143-318.11(a)(6) and (5)**

- 13. Adjourn**



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Steurer

Department: Engineering

Date Submitted: 4/23/2020

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: May 7, 2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

The Cantrell Hills and Townes at Stonecrest Development located off Clear Creek Road proposes to extend the City's water distribution and sanitary sewer collection systems to serve said development. The attached Utility Extension Agreement (UEA) outlines the water and sanitary sewer extension process and assigns responsibilities to the Developer and City.

As part of this UEA, the Developer agrees to compensate the City the current estimated value of a sanitary sewer pumping station constructed in accordance with City standard specifications to serve the proposed development, in which gravity sanitary sewer service is currently not available. In return the City will expedite the installation of the Clear Creek Interceptor Replacement Project, previously identified in the City's Capital Improvement Plan (CIP), which upon project completion, will allow the proposed development to be served with gravity sanitary sewer.

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

Suggested Motion:

I move the City Council to authorize the City Manager to execute the attached Utility Extension Agreement for the Cantrell Hills and Townes at Stonecrest Development and accept the sanitary sewer pumping station in-lieu of payment as presented.

Attachments:

Utility Extension Agreement - Cantrell Hills and Townes at Stonecrest Development

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
Prepared by: Samuel H. Fritschner

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this 23rd day of April, 2020, by and between the CITY OF HENDERSONVILLE, a political subdivision of the State of North Carolina, situate in Henderson County, herein referred to as "the City", and developer, herein referred to as "Developer", of the County of Henderson, State of North Carolina.

WHEREAS, Developer is desirous of improving a tract of land situated in Henderson County, State of North Carolina, described as follows:

All that real property described in that deed recorded in Deed Book _____ at page _____, Henderson County registry.

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and or sanitary sewer infrastructure to and on said tract(s) of land, in which the City requires, that such parties enter into a utility extension agreement; and

WHEREAS, the Developer has received zoning approval from the designated governing body for such development and improvement on said tract(s) of land; and

WHEREAS, the City is not obligated to offer water and or sanitary sewer service to property outside its corporate limits; and

WHEREAS, if the Property is outside of corporate City limits and Developer requesting sanitary sewer service has submitted a petition for annexation of said tract(s) of land to the City and be annexed into the City, unless annexation is excused by the City Council; and

WHEREAS, if the Property is outside of corporate City limits the sanitary sewer infrastructure has been approved by the Henderson County Board of Commissioners; and

WHEREAS, Developer desires to have the completed water infrastructure and or sanitary sewer infrastructure connected to the City's municipal water system and sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at his or her own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed water and or sanitary sewer infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and or NCAC Title 15A Subchapter 02T (sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and or sewer Master Plan(s).
2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City. The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting.

accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and or NCAC Title 15A Subchapter 02T(sanitary sewer).

4. The Developer shall, at his or her own expense, furnish and transfer all on-site and off-site easements, rights-of-way, and real property required for perpetual maintenance and operation of the water and or sewer infrastructure to the City.
5. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the water and or sanitary sewer infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
6. The installation and construction of the water and or sanitary sewer infrastructure shall be performed by a Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of water and or sanitary sewer infrastructure issued by the North Carolina Licensing Board for General Contractors.
7. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.
8. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license.
9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer to ensure conformance with the approved construction drawings and specifications. This report shall not way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection, direct and coordinate construction, and certify completion of the project according with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and or NCAC Title 15A Subchapter 02T(sanitary sewer).
10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer, Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
12. Upon completion of construction, the Engineer shall arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and

certificated laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.

15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Engineer shall submit as-builts in formats acceptable by the City. The Engineer shall also submit any recorded easements required for the infrastructure and any recorded deeds necessary to convey ownership to the City.
16. The conveyance of all properties shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. Regardless of such approval, the Developer shall indemnify and hold the City harmless from all actions, causes and claims on the part of any persons, firms, and corporations whatsoever, and the Developer shall further be responsible for all claims, expenses, demands, and/or actions brought by any claimant against the Developer, contractor(s), or agents of either, resulting from this agreement.
17. Prior to the activation of services on the newly constructed water and or sanitary sewer infrastructure, Developer shall convey, by deed of dedication, ownership of all lines and appurtenances to the City. If water extension was permitted for the same or similar project, the City shall receive final acceptance from the permitting agency. In certain circumstances as approved by the City, activation of services on the newly constructed water and or sanitary sewer infrastructure may be permitted after partial certification(s) completion.
18. Developer shall guarantee the accepted and dedicated water and or sanitary sewer infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City's engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.
19. Before the issuance of final acceptance, the Developer or Engineer shall schedule project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
20. Once all items are complete, City staff shall submit project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City Council to the developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service there from in accordance with the rules, regulations, rates, and policies established for its customers.
21. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

ACCEPTED BY DEVELOPER

BY: _____

Developer

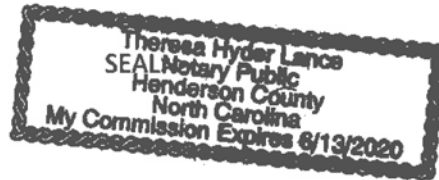
STATE OF NORTH CAROLINA COUNTY OF Buncombe

I, Theresa Hyder Lance (printed name of notary) a Notary Public of said County and State, do hereby certify that Kenneth G. Jackson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this 23rd day of April, 2020

My commission expires 6-13-20

Theresa Hyder Lance
Notary Public Signature



ACCEPTED BY THE CITY OF HENDERSONVILLE

BY: _____

John Connet, City Manager

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, Tammie K. Drake, a Notary Public in and for the State and County aforesaid, do hereby certify that John Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

APPENDIX A

Clear Creek Investment Group, LL
P.O. Box 1157
Arden, NC 28704
828/778 8800

March 9, 2020

Brent G. Detwiler, PE
City Engineer
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

Mr. Detwiler,

Thank you for meeting with us and our design consultant (Jared DeRidder with WGLA Engineering) on January 24th, 2020 to discuss serving the proposed Cantrell Hills (single family) and Townes at Stonecrest (townhome) subdivision(s) with sanitary sewer. Following this meeting, you sent an email requesting we provide the amount we would have had in constructing a pump-station. Based on our findings and by issue of this letter, we are hereby requesting that the City prepare an agreement in which the gravity sewer from our subdivision project will tie into a manhole located on the north side of Clear Creek (installed under the proposed Clear Creek Interceptor line project). In return, we would issue a check made payable to the City of Hendersonville in the amount of \$300,000.00.

Please send a formal agreement at your earliest convenience. Upon receipt, we will return the agreement, understanding that the funds will be due prior to constructing our planned sanitary sewer improvements.

Please let me or our design consultant know if you have any additional questions or concerns.

Sincerely,



Ken Jackson
Member Manager, Clear Creek Investment Group, LLC



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Buchanan

Department: Finance

Date Submitted: 04/21/2020

Presenter: John Buchanan

Date of Council Meeting to consider this item: 5/7/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

As required by the North Carolina General Statutes Paragraph 159-34, the City shall select annually a certified public accountant or an accountant certified by the Local Government Commission as qualified to audit local government accounts. The audit will also include a compliance examination in accordance with applicable Federal and State rules. The audit shall be conducted as soon as possible after the close of the fiscal year.

Attached is the Engagement Letter from Greene, Finney LLP and the contract to audit the City of Hendersonville's financial statements for the fiscal year ending 6-30-2020.

In addition, attached is a letter of required communications from the auditor to City Council.

Budget Impact: \$ 48,000 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

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

I resolve that Council approve the Engagement with Greene , Finney LLP for the financial audit of fiscal year ending June 30, 2020 and acknowledge that all members of City Council have received a copy of the auditor's letter of required communication to Council.

Attachments:

Communication to Council / Engagement Letter / Audit Contract



Greene Finney, LLP

CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS

April 15, 2020

Honorable Mayor and Members of City Council
City of Hendersonville, North Carolina

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hendersonville ("City") for the year ended June 30, 2020. Professional standards require that we provide you with the following information related to our audit. Please feel free to contact us, as we would also be glad to meet with you to discuss this information.

Our Responsibility under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, Uniform Guidance, and the State Single Audit Implementation Act (As Applicable)

As stated in our engagement letter dated April 15, 2020, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance and the State Single Audit Implementation Act (as applicable).

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing opinions on compliance with federal and state provisions is not an objective of our audit. As applicable and in accordance with the Uniform Guidance and the State Single Audit Implementation Act, we will examine, on a test basis, evidence about the City's compliance with the types of compliance requirements, as described in the U.S. Office of Management and Budget ("OMB") Compliance Supplement, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act, applicable to each of its major federal and state programs for the purpose of expressing opinions on the City's compliance with those requirements. While our audit will provide a reasonable basis for our opinions, it will not provide a legal determination on the City's compliance with those requirements.

Required Supplementary Information

Generally accepted accounting principles provide for certain required supplementary information ("RSI") to supplement the basic financial statements. Our responsibility with respect to management's discussions and analysis, the pension plan schedules, and the other postemployment benefit plan schedule, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

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843.735.5805

SPARTANBURG, SC
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ASHEVILLE, NC
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Supplementary Information

We have been engaged to report on the schedule of revenues, expenditures, and changes in fund balance – final budget and actual – General Fund, schedule of revenues, expenditures, and changes in fund balance – project authorization and actual (non-GAAP) – Governmental Capital Projects Fund, combining and individual fund financial schedules, property tax schedules, the schedule of expenditures of federal and state awards, and other supplementary information as may be required, which accompanies the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

We have not been engaged to report on the introductory section and the statistical section, which accompanies the financial statements, but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

According to professional standards, a group audit is an audit of group financial statements which consists of more than one component. A component is any entity or business activity for which the group or component management prepares financial information that is required by accounting standards to be included in the group financial statements. Our audit of the City is a group audit as it not only includes the primary government but also includes the City of Hendersonville Board of Alcoholic Control – which is a component of the City. For each component, we have gained an understanding of the component auditor and we plan to make reference to their report in the group financial statements. We will review and/or evaluate the component's financial statements and component auditor's report and communications in accordance with professional standards.

We expect to begin our interim audit work in May 2020 and our year-end audit work in September 2020. We expect to issue our report by October 31, 2020. David Phillips is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Mayor, City Council, and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Greene Finney, LLP
Certified Public Accountants



Greene Finney, LLP

CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS

April 15, 2020

City of Hendersonville
145 Fifth Avenue E
Hendersonville, NC 28792

We are pleased to confirm our understanding of the services we are to provide to the City of Hendersonville (the “City”) for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis (“MD&A”), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s discussion and analysis.
2. Pension plan schedules.
3. Other postemployment benefit (“OPEB”) plan schedule.

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of revenues, expenditures, and changes in fund balance – final budget and actual – General Fund.
2. Schedule of revenues, expenditures, and changes in fund balance – project authorization and actual (non-GAAP) – Governmental Capital Projects Fund.
3. Combining and individual fund financial schedules.
4. Property tax schedules.
5. Schedule of expenditures of federal and state awards (as applicable).
6. Other supplementary information as may be required.

The following other information that is included in the Comprehensive Annual Financial Report (“CAFR”) will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor’s report will not provide an opinion or any assurance on that other information:

1. Introductory section.
2. Statistical section.

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Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on the following (when applicable) —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”) and the State Single Audit Implementation Act.
- Internal control over compliance related to major state programs and an opinion (or disclaimer of opinion) on compliance with statutes, regulations, and the terms and conditions of state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the Uniform Guidance and the State Single Audit Implementation Act.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. When applicable, the Uniform Guidance and the State Single Audit Implementation Act reports on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirement of the Uniform Guidance, the *Audit Manual For Governmental Auditors in North Carolina* (as applicable), and the State Single Audit Implementation Act. These reports will state that the report is not suitable for any other purposes.

As applicable, our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; the *Audit Manual for Governmental Auditors in North Carolina*; and the State Single Audit Implementation Act (as applicable) and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will make reference to Carland & Anderson, Inc.’s audit of the City of Hendersonville Board of Alcoholic Control in our report on your financial statements. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness

of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We generally request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program (as applicable). However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable).

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable).

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable) require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. For federal and state programs that are included in the current year Compliance Supplements, our compliance and internal control procedures will relate to the compliance requirements that the current year Compliance Supplements identify as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable).

Other Services

We will also assist the City in preparing the financial statements and notes (including closing and conversion entries), schedule of expenditures of federal and state awards, pension plan schedules, OPEB plan schedule, and will provide other general accounting assistance ("nonaudit services") in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the nonaudit services in accordance with applicable professional standards. The other services are limited to the nonaudit services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and the completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, granters, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable), it is management's responsibility to evaluate and monitor noncompliance with statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable). You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable); (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and

recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with nonaudit services and that you have reviewed and approved the nonaudit services (i.e. financial statements and notes, schedule of expenditures of federal and state awards, pension plan schedules, OPEB plan schedule, etc.) prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The City hereby promises that it will make every diligent effort to maintain proper books and records that accurately reflect its business activities, that it will be completely truthful with Greene Finney, LLP ("GFLLP") and that GFLLP may rely upon both oral and written statements and responses to questions. The City further promises to immediately advise GFLLP if it becomes aware of any inaccuracy in its record-keeping or dishonesty in any of its business dealings, including its statements to GFLLP. The City acknowledges that the promises are the cornerstone of its relationship with GFLLP, are made to induce GFLLP to accept this audit engagement, and that GFLLP would not accept this audit engagement without such promises.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. If applicable, we will coordinate with you the electronic submission and certification. If applicable, the Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of GFLLP and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal or state agency, or its designee, providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GFLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin interim audit work in May 2020 and our year-end audit work in September 2020. We expect to issue our report before October 31, 2020. David Phillips is the engagement partner and is responsible for supervising

the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be approximately \$48,000, which includes costs associated with recoding accounts due to the new accounting system, implementation of GASB #84 *"Fiduciary Activities"*, and preissuance review of the financial statements and/or nonaudit services based on the 2018 Yellow Book and recent insurance requirements. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you in advance and arrive at a new fee estimate before we incur the additional costs. Any services that you may require outside of those related to the audit discussed above will be billed at our hourly standard rate of Partners, \$190 per hour; Managers, \$140 per hour; Supervisors, \$110 per hour; Senior Staff, \$85 per hour; Staff, \$70 per hour. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

Auditor's Expectations of Management

Our fee is based upon certain expectations that we have of work that will be completed by the City, which is included in our interim and year-end client assistance packages.

Conclusion

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Hendersonville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Greene Finney, LLP
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Hendersonville.

Signature: _____
Title: City Manager

Signature: _____
Title: Mayor

Date: _____

Date: _____

A. Creig Odom, CPA, PA
Five Office Way, Second Floor
PO Box 6098
Hilton Head Island, SC 29938
Telephone (843) 842-4021
Fax (843) 842-6629

Report on the Firm's System of Quality Control

November 29, 2017

To the partners of
Greene, Finney & Horton, LLP
And the Peer Review Committee of the South Carolina
Peer Review Program Administered by the Illinois CPA Society

I have reviewed the system of quality control for the accounting and auditing practice of Greene, Finney & Horton, LLP (the firm) in effect for the year ended May 31, 2017. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Governmental Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of my peer review, I considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of my procedures.

Opinion

In my opinion, the system of quality control for the accounting and auditing practice of Greene, Finney & Horton, LLP, in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Greene, Finney & Horton, LLP has received a peer review rating of *pass*.


A. Creig Odom, CPA, PA

The	Governing Board City Council
of	Primary Government Unit (or charter holder) City of Hendersonville
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Greene Finney LLP
	Auditor Address 211 East Butler Road, Suite C-6 Mauldin, SC 29662

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). 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 shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, 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 GAAS. 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 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation 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 requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication 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 State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall 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 unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. 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*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she 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 the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) 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 U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

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 LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall 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/her findings, together with his recommendations for improvement. That written report shall 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 (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) 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 shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs 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. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. 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(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) 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 upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final 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 LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. 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 modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. 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 to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. 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.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. 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.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. 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).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

John Buchanan

Finance Director

jbuchanan@hvlnc.gov

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. 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 below. 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 billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

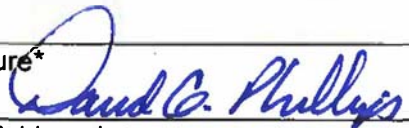
Primary Government Unit	City of Hendersonville
Audit Fee	\$48,000
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$36,000

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Greene Finney LLP	
Authorized Firm Representative (typed or printed)*	Signature*
David Phillips	
Date*	Email Address*
4/2/20	david@gfhllp.com

GOVERNMENTAL UNIT

Governmental Unit*	
City of Hendersonville	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Barbara Volk	
Date	Email Address
	bvolk@hvlnc.gov

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
John Buchanan	
Date of Pre-Audit Certificate*	Email Address*
4/13/2020	jbuchanan@hvlnc.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 04/16/2020

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item: 05/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05d

The City of Hendersonville has a general duty to provide a safe workplace. The CDC advises that if an employee is confirmed to have COVID-19, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). Under the ADA, employers are required to maintain the confidentiality of any medical information they receive, including the name of the affected employee.

Staff has created a policy for employees testing positive for COVID-19 and for employees that have had close contact with an employee diagnosed with COVID-19.

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

Suggested Motion:

I move City Council resolves to adopt the COVID-19 Positive Test Policy as presented.

Attachments:

COVID-19 Positive Test Policy

	CITY OF HENDERSONVILLE		
Policy Name:	COVID-19 Positive Test	Date Adopted:	

In the event an employee tests positive for Covid-19, the following protocol shall be followed.

The City of Hendersonville has a general duty to provide a safe workplace. The CDC advises that if an employee is confirmed to have COVID-19, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). Under the ADA, employers are required to maintain the confidentiality of any medical information they receive, including the name of the affected employee.

- Any employee who tests positive with COVID-19 may return to work under the following conditions:
 - At least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever-reducing medications **and**
 - Improvement in respiratory symptoms (e.g., cough, shortness of breath); **and,**
 - At least 7 days have passed since symptoms first appeared.
 - **OR,** you received two negative tests in a row, 24 hours apart.

An employee who test positive for COVID-19 may use up to 80 hours of Emergency Paid Sick Leave, after which he/she will need to use their accrued leave.

- Any employee who has had close contact with the COVID-19 diagnosed employee should follow the guidelines below.
 - Watch for symptoms such as fever, cough, and shortness of breath.
 - If mild symptoms develop, remain at home at least 7 days since symptoms started **and** at least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever-reducing medications.
 - If moderate or severe symptoms develop that require medical attention, contact a health provider informing them of close contact with a known case of COVID-19.

Approved by:

 John F. Connet, City Manager

4-15-20
 Date

This policy may be modified by the City Manager as needed and ratified by the City Council at their next meeting.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 04/14/2020

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item: 05/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

Staff has reevaluated the current Emergency Family and Medical Leave Expansion Act Policy to update the definition of who is a child care provider based upon recommendations from the U.S. Department of Labor.

The Act states a child care provider is defined as one who provides child care services on a regular basis and receives compensation for those services. It excludes the situation where a family member has been providing child care and is no longer available.

The US Department of Labor definition of child care includes individuals paid to provide child care, like nannies, au pairs, and babysitters. It also includes individuals who provide childcare at no cost and without a license on a regular basis, for example, grandparents, aunts, uncles, or neighbors.

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

Suggested Motion:

I move City Council resolve to adopt the Emergency Family and Medical Leave Expansion Act Policy as presented.

Attachments:

Emergency Family and Medical Leave Expansion Act Policy

	CITY OF HENDERSONVILLE		
Policy Name:	Emergency FMLA Expansion Act Policy	Date Adopted:	

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with expanded family and medical leave for specified reasons related to COVID-19.

Eligibility

All employees (full-time, part-time, seasonal) who have worked for the City of Hendersonville for at least 30 days prior to the designated leave are eligible for Emergency Family and Medical Leave. Please note that this new act does not change the eligibility requirements for regular FMLA leave.

New FMLA Qualifying Reason: Lack of Child Care Due to COVID-19

The Emergency FMLA Act amends the Family and Medical Leave Act (FMLA) of 1993 by the following:

- Added a new qualifying reason that provides 12 weeks of leave when an employee is unable to work – either onsite or remotely - due to a need to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed, or the child care provider is unavailable due to an emergency with respect to COVID-19 as declared by a federal, state, or local authority;
- A “childcare provider under the United States Department of Labor includes individuals paid to provide childcare, like nannies, au pairs, and babysitters. It also includes individuals who provide childcare at no cost and without a license on a regular basis, for example, grandparents, aunts, uncles, or neighbors.
- ~~A “childcare provider” under the Act is defined as one who provides childcare services on a regular basis and receives compensation for those services. It excludes the situation where a family member has been providing childcare and is no longer available.~~
- Leave taken under the Emergency FMLA Act is paid leave after a 10-day waiting period; an employee may choose to use accrued leave for the 10-day waiting period. In no

	CITY OF HENDERSONVILLE		
Policy Name:		Date Adopted:	

instance can the City require the employee to use accrued leave during the waiting period;

- After the 10-day period, the City is required to pay full-time employees no less than two-thirds the employee's regular rate for the number of hours the employee would otherwise be normally scheduled. The new Act limits this pay entitlement to \$200 per day and \$10,000 in the aggregate per employee; employees may use accrued leave to make up the missing one third pay; employees who work a part-time or an irregular schedule are entitled to be paid based on the average number of hours the employee worked for the six months prior to taking leave; employees who have worked for less than 6 months prior to leave are entitled to the employee's reasonable expectation at hiring of the average number of hours the employee would normally be scheduled to work.
- The regular rules under the FMLA will apply to job reinstatement. The City has the same obligation as under traditional FMLA to return any employee who has taken Emergency FMLA leave to the same or equivalent position upon the return to work;

Leave Rules

- Employees are still limited to a total of twelve weeks of FMLA leave within a 12-month period for all reasons combined.
- Employees who have already used their FMLA allotment for the year are not entitled to emergency FMLA leave.
- Requested leave will begin no earlier than April 1, 2020.

Requesting Leave

As with regular FMLA leave, where the need for leave is foreseeable, employees must provide the City as much advance notice as practicable. The employee is to submit the Employee Request for Emergency Family and Medical Leave form to their department head. The department head shall send this form to Human Resources immediately for review and processing. All other normal call-in procedures apply to all absences from work.

Retaliation

The City will not retaliate against employees who request or take leave in accordance with this policy.

	CITY OF HENDERSONVILLE		
Policy Name:	Emergency FMLA Expansion Act Policy	Date Adopted:	

Expiration

Emergency FMLA leave is available only as long as a federal, state or local COVID-19 state of emergency is in effect and in any event only through December 31, 2020. In addition, emergency FMLA leave cannot be carried over after December 31, 2020.

Note

Provisions under the regular FMLA Act still apply and are available to employees that meet eligibility requirements as it pertains to protected leave because the employee needs to care for a spouse, child, or parent with a serious health condition, or because of the employees own serious medical condition.

Approved by:


 John F. Connet, City Manager

4-15-20
 Date

This policy may be modified by the City Manager as needed and ratified by the City Council at their next available meeting.

Employee Request for Emergency Family and Medical Leave

Employees requesting Emergency Family and Medical Leave pursuant to the FFCRA (Families First Coronavirus Response Act) must complete this form. Eligible Employees may be eligible for up to 12 weeks of leave. The first 10 days of leave are unpaid and the remaining 10 weeks are paid.

Employee Name:	
Employee Home Address:	
Employee Telephone Number:	E-mail:
☐ Request for leave	☐ Request for Extension of Leave
Date of Leave:	Anticipated return to work:
Reason for Leave. I hereby certify that I am unable to work (or telework) for the following COVID-19 reasons: ☐ due to a need for leave to care for a child under the age of 18 who's school or place of care has closed, or the childcare provider is unavailable because of COVID-19.	
☐ Continuous Leave or	☐ Intermittent Leave
If intermittent leave, please describe the nature of your intermittent leave:	
Substitution of Paid Leave: Pursuant to the FFCRA, the first 10 days of your leave is unpaid, however, you may be eligible for emergency sick leave provided through the FFCRA (please fill out the Emergency Paid Sick Leave Form to determine eligibility). In the event you are not eligible for emergency sick leave, you are permitted to use available paid leave to cover this period. Please indicate if you would like to use paid leave during the first 10 days of your absence (if not eligible for emergency sick leave) and designated how many hours you plan to use. ☐ Vacation (____ Hrs.). ☐ Sick leave (____ Hrs.). ☐ Compensatory Leave (____ Hrs.) ☐ Other (____ Hrs.)	
Supplementing Accrued Leave: Paid leave pursuant to the FFCRA is at 2/3 of your regular rate of pay. You may supplement your paid leave with accrued time to make whole. You are not required to utilize paid leave. Please indicate below if you would like to supplement your leave with accrued time. ☐ Vacation (____ Hrs.). ☐ Sick leave (____ Hrs.). ☐ Compensatory Leave (____ Hrs.) ☐ Other (____ Hrs.)	

I certify that the above information is accurate. I understand that if I fail to report for work on or before the scheduled return date indicated above or fail to contact Human Resources regarding my absence from work beyond such scheduled date of return, my employer may take corrective action.

Employee signature: _____

Date: _____

Human Resources signature: _____

Date: _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 04/14/2020

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item: 05/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

Staff has reevaluated the current Temporary Leave and School Closure Policy. The update reflects removing the statements advancing sick leave and adding the portion that the City will allow employees to use up to 80 hours of City Administrative Sick Leave. This will ensure employees are not required to pay back leave and they aren't required to use all of their accrued leave prior to the availability of leave.

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

Suggested Motion:

I move City Council resolve to adopt the Temporary Employee Leave and School Closure Policy as presented.

Attachments:

Temporary Employee Leave and School Closure Policy

	CITY OF HENDERSONVILLE		
Policy Name:	Temporary Employee Leave and School Closure Policy	Date Adopted:	April 15, 2020

The City of Hendersonville is taking proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the City's goal during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

Temporary Leave Policies

- a. During this State of Emergency related to this infectious disease, all leave policies will be relaxed to allow employees to use any form of accrued leave to self-isolate or self-quarantine, if you are unable to telework for the following reasons: you are subject to a federal, state or local quarantine or isolation order related to COVID-19; you have been advised by a health care provider to self-quarantine because of COVID-19; you are experiencing symptoms of COVID-19 and are seeking a medical diagnosis.
- b. Employees who have pending transferred sick leave will be awarded those transfers immediately.
- c. During the pandemic State of Emergency, full time employees will be allowed up to 80 hours of City Administrative Sick Leave related to COVID-19. Part-time employees will be paid for the number of hours the employee works, on average, over a two-week period. This is in addition to the hours given in the Emergency Paid Sick Leave Act which has further guidance. Any employee using City Administrative Sick Leave or Emergency Paid Sick Leave must contact Human Resources.

~~Employees who have exhausted all forms of leave may be advanced up to 14 days of sick leave. Employees must contact Human Resources prior to exhausting all leave to begin the advanced sick leave process. Advanced sick leave must be repaid with future sick leave accrual. If an employee's employment is terminated prior to satisfying the advanced sick accrual, a deduction shall be made from the employee's final check to the extent allowed by law to cover the value remaining that was advanced to the employee or the employee shall make a cash payment to the City for the balance remaining.~~
- d. The Temporary Telecommuting Arrangement Policy will be in place during this time frame to allow the City Manager in conjunction with Department Heads to make decisions about telework to allow for continuity of operations.
- e. If telecommuting is not conducive for continuity of operations, staff rotation and shift adjustments may become necessary.
- f. No overtime will be allowed for work completed off-site due to this protocol.

School/Daycare Closings

If an employee is unable to arrange childcare services while their child's school is closed due to the current state of emergency, the following applies:

	CITY OF HENDERSONVILLE		
Policy Name:	Temporary Employee Leave and School Closure Policy	Date Adopted:	April 15,2020

- a. For the safety of all children and employees, children should not be brought to work. Any employee who can work from home during this period is encouraged to do so.
- b. During this state of emergency related to this infectious disease, all leave policies will be relaxed to allow employees to use any form of accrued leave to take care of their children.

Approved by:

John F. Connet, City Manager

Date

This policy may be modified by the City Manager as needed and ratified by the City Council at their next available meeting.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 04/22/2020

Presenter: Jennifer Harrell

Date of Council Meeting to consider this item: 05/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

After review of the Human Resource Analyst position I'm requesting the pay grade be reclassified from pay grade 13 to pay grade 15.

The position has become invaluable to the Human Resources Department. The position manages and administers the benefits and payroll functions of the organization. The work is on a paraprofessional level that also performs technical and some administrative work. The position is paramount in recognizing ways in which the Human Resources function support's the City's strategies and goals. The position provides advice and coaching to department heads, supervisors and employees on benefits and payroll issues. The employee in the position requires an understanding of Human Resource administration, related functions, the laws and regulations affecting human resource practices and payroll. The employee is required to exercise considerable judgment and accuracy in interpretation, application, and administration of payroll and human resource policy and practices. The position recommends processes that are to be implemented and followed as well as solves unique and complex problems.

The job description is attached.

Budget Impact: \$ 3098

Is this expenditure approved in the current fiscal year

budget? N/A **If no, describe how it will be funded.**

Suggested Motion:

I move that the City Council resolve to reclassify the Human Resource Analyst from pay grade 13 to pay grade 15.

Attachments:

HR Analyst job description

Human Resource Analyst

Primary Reason Classification Exists

To perform Human Resources related functions on a paraprofessional level and to perform technical and administrative work in support of the Human Resources department of the City.

Distinguishing Features of the Class

An employee in this class plans, organizes and administers the payroll, benefits and other Human Resource functions for City personnel. Work includes administration of these functions for City employees in accordance with payroll laws, regulations and City policies. Work requires an understanding Human Resource administration, related functions, the laws and regulations affecting human resource practices and payroll. Work requires employee to exercise considerable judgment and accuracy in interpretation, application, and administration of payroll and human resource policy and practices. Work involves exercising sound judgment in maintaining confidential personnel records. Employee maintains personnel records and files and employee database; conducts employee orientation. Work also includes generating a variety of reports related to Human Resources. Work is performed under regular supervision of the Human Resources Director and is evaluated through observation, conferences, and review of work.

Illustrative Examples of Work

- Manages personnel records and employee database including entering new hire information and employee changes into system. Assists with records maintenance.
- Conducts employee orientations including new hire orientations and notarize forms as needed.
- Assists with applicant tracking and maintains applicant records.
- Calculates payroll and special pay, i.e. Longevity Pay, etc.).
- Assists with completing employee benefit orientations and in coordinating annual open enrollment for employee insurance.
- Assist in providing benefits information to employees on a variety of insurance and retirement programs; enrolls employees in benefits and enters insurance changes in insurance websites for medical and other insurances.
- Assist employees in benefit problem solving.
- Makes recommendations affecting relevant policies and programs, assists departments in complying with policies and procedures.
- Administers payroll changes affected by-personnel policy.
- Assists with maintaining payroll administration software and testing and implementing system changes and updates as required.
- Assists the Human Resources Director with a variety of records, reports and research ~~tax~~ required by supervisor, State, or other external agency.
- Administers the Affordable Care Act program and reporting.
- Receives and greets visitors in the department; gives information concerning visitors' needs.
- Performs related duties as required.

Knowledge, Skills, and Abilities

- Considerable knowledge of the laws, rules and regulations that apply to human resource policies and practices in the public sector.
- Considerable knowledge of payroll and benefit principles and practices.
- Considerable knowledge of federal and state tax guidelines.
- Considerable knowledge of payroll human resource software applications.
- Considerable knowledge in record management procedures and practices.
- Considerable knowledge of computer operations as they relate to assigned tasks.
- Considerable knowledge of employee insurance and retirement plans.
- Ability to compile and evaluate and reconcile a variety of human resource records and reports.
- Ability to make arithmetic computations accurately and with reasonable speed.
- Ability to change priorities quickly and maintain accuracy level.
- Ability to apply basic payroll and accounting principles and practice in problem solving challenges arising in payroll and/or employee insurances.
- Ability to assist Human Resources Director in developing payroll and benefit policy, practice and procedures.
- Ability to maintain the confidentiality of personnel records and discussions.
- Ability to establish and maintain effective working relationships with other staff, department heads, employees, and the general public.
- Ability to plan and coordinate projects and activities as well as develop and conduct training and orientation programs.
- Ability to communicate effectively in oral and written forms.
- Skill in using computer hardware and software applications; operating office technology.
- Skill in preparing payroll and human resources reports for departments and management.

Education

Graduation from an accredited community college with an Associate's Degree in business/ human resources or related field.

Experience

One (1) or more years of responsible and broad-based professional experience in human resources; or an equivalent combination of experience and education.

Physical Requirements

Must be able to physically perform the basic operational functions of fingering, talking, hearing, and repetitive motions. Must be able to perform sedentary work exerting up to 10 pounds of force occasionally, and/or a negligible amount of force frequently or constantly to move objects. An employee must have such visual acuity as to be able to read and write handwritten and typewritten material to prepare data and statistics, including being able to operate a computer and do extensive reading. An employee in this class must be able to talk and hear in order to be able to respond to the public and other employees.

Working Conditions

Work is typically performed in an office setting with a temperature-controlled environment and no exposure to external environmental conditions.

Special Requirements

Valid Drivers' License

Notary Public or the ability to obtain within one (1) year of hire date.

FLSA Status: Non-Exempt

Disclaimer

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The City of Hendersonville reserves the right to assign or otherwise modify the duties assigned to this classification.

October 2018



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: May 1, 2020

Presenter: Tom Wooten

Date of Council Meeting to consider this item: May 7, 2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05h

The YMCA of Western Carolina has requested to enter into another five year contract to operate Patton Pool and utilize the ball fields and pavilions at Patton Park for their day camp and youth programs. The first five year contract went pretty well and we request approval to enter into another five year contract.

Budget Impact: \$ 64,613.43 for year one ☐ Is this expenditure approved in the current fiscal year budget? ☒ Yes ☐ If no, describe how it will be funded.

Yes, we have funds budgeted to contract with the YMCA. The contracted amount will increase annually per the agreement.

Suggested Motion:

I move to enter into a five year contract with the YMCA of Western Carolina to operate Patton Pool and utilize the ball fields and pavilion for their day camp and youth activity programs.

Attachments:

PATTON PARK AND POOL MANAGEMENT AGREEMENT

This agreement, between the YMCA of Western North Carolina and the City of Hendersonville, is to provide for the operation and management of the Patton Park and Pool located at 114 E. Clairmont Dr., Hendersonville, North Carolina, in accordance with the specifications, conditions, and terms set forth herein.

EFFECTIVE DATE. This agreement, when executed by both parties hereto, shall become effective on or before September 8, 2020, for the next five (5) years.

1. **PROPOSAL EXPIRATION OPTION.** This agreement is voidable at the YMCA's option if not executed by the City of Hendersonville and returned to the YMCA by June 1, 2020.
2. **ACCESS AND UTILITIES.** The City of Hendersonville will permit and maintain free access to the Patton Park site for approved YMCA staff to perform their duties.

City of Hendersonville staff and their immediate family members will be allowed free access to the pool with city ID. The City must submit a list of eligible employees and family members to YMCA staff by the 25th of each preceding month.

The YMCA will prohibit food vendors from using the park unless otherwise approved by the City of Hendersonville Public Works and Development Assistance departments.

The YMCA cannot deny access to Patton Pool and Park to anyone based on YMCA membership.

3. **TELEPHONE.** The City of Hendersonville shall be responsible for providing an operational telephone accessible to YMCA lifeguards at the pool site, at no charge to the YMCA. This phone is to be used for official facility business only and for emergencies. For safety reasons, the pool swimming areas will only be open if the site telephone is operational. In addition, a telephone capable of directly dialing 911 or other emergency notification system shall be provided and shall remain accessible to all pool users. The telephone shall be permanently affixed to a location inside the pool enclosure or outside the enclosure within 75 feet of a public entrance. The telephone shall be visible from within the pool enclosure, or a sign shall be posted indicating the location of the emergency telephone. A sign with legible letters shall be posted at the telephone providing dialing instructions, address of the pool location, and the facility telephone number. Where the telephone does not directly access 911, the emergency notification system shall:
 - (1) Provide 24-hour monitoring of all incoming calls by a telecommunicator who answers only emergency calls;
 - (2) Be capable of routing calls to the local 911 telecommunicator via the 911 dedicated emergency trunk line; and
 - (3) Electronically transfer Automatic Number Identification and Automatic Locator Identification for the emergency telephone at the pool to the Enhanced 911 system for all calls routed to 911.
4. **PERMIT.** The YMCA will obtain a Swimming Pool Operation Permit from the local health department, with the cost included in the contract.
5. **SUPPLIES AND EQUIPMENT.** The City of Hendersonville further agrees to furnish, without cost to the YMCA, for use at Patton Park and Pool only:

- Water
- Electricity
- Utilities
- 110 volt electrical outlet in the pool pump room
- Telephone(s)
- Pool vacuum heads
- Pool poles
- Pool vacuum hoses
- Pool rules signs
- Trash receptacles
- Life line with buoy
- Lifeguard stands
- Picnic tables
- Sunbathing chairs
- Mowing and maintenance of green space

SUPPLIES AND EQUIPMENT (continued)

The YMCA further agrees to furnish and/or arrange, without cost to the City of Hendersonville, for use at Patton Park and Pool only:

- All pool chemicals
- Rescue tubes
- Shepherd's crook
- The following pool and janitorial supplies: soap, disinfectant, paper towels, toilet tissue, and deodorizer
- Trash can liners for the pool area and bathrooms
- Mops
- Brooms
- Dust pans
- Brushes
- Buckets
- Sponges
- Pool brushes
- Leaf skimmers
- Algae brushes
- Algaecides
- Tile scrub pads
- Tile cleaner
- LED light bulbs for the bathrooms, pump room, and lifeguard room
- Water hoses
- Taylor water test kit
- Test kit reagents
- First aid kit
- Concession stand resale items

6. **FACILITY PREPARATION.** The YMCA agrees to assist the City of Hendersonville with the preparation of Patton Pool beginning in April and will continue preparation and maintenance through the opening day. The YMCA agrees to take the necessary steps to prepare the facility for approval by the Henderson County Health Department. This includes reviewing the aquatic facility inspection guidelines and providing the labor and attention needed to bring the facility up to recommended standards.

Specifically, the YMCA will assist with removing and storing the pool cover, balancing the pool chemicals, vacuuming the pool, cleaning all pool stainless steel, removing and cleaning all furniture including umbrellas, cleaning and organization of storage rooms, concession stand preparation, and ordering necessary chemicals.

The YMCA and City Public Works staff will meet before the pool opening for the formal asset inspection. Asset inspection will review capital needs, facility maintenance issues, and park improvements. Upon completion of the inspection, both parties will determine a repair schedule.

7. **POOL OPERATION.** The YMCA agrees to furnish certified lifeguards or YMCA aquatic safety assistants as required to operate the pool on the schedule below.

Patton Pool will be open on the following days during the contracted seasons:

The Saturday before Memorial Day through Labor Day Monday

The pool will be open during the following hours on non-school days:

Monday-Friday	9 a.m. to 8 p.m.
Saturday	9 a.m. to 8 p.m.
Sunday	1-6 p.m.

Hours may vary depending on rental contracts, weather, and maintenance.

The pool will be open the following hours when Henderson County Public Schools are in session during May, August, and September:

Monday-Friday	9 a.m. to 1 p.m. for lap swim, swim lessons, and water aerobics 4-8 p.m. for swim team and public access
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The YMCA will manage and schedule Pool and Park rentals as specified in item 11.

The City website will link to the YMCA Patton Pool and Park webpage.

- 8. 2021 POOL ADMISSION RATES.** Admission rates will remain the same for the Summer of 2021. Admission rate adjustments shall be requested before Sept. 1 each calendar year during the contract term. The City of Hendersonville shall approve or deny rate adjustment requests by Nov. 1 during the contract term.

- \$5 daily admission
- \$4 senior rate
- \$4 child (12 years and under)

- 9. WEATHER-RELATED CLOSINGS.** On rainy or unseasonably cold days, the YMCA will determine opening or closing based on National Weather Service models. Weather-related schedule changes will be posted on Hendersonville Family YMCA Facebook page, Patton Pool voicemail, and Patton gate. The YMCA has the right to close the pool early in the event of continuous severe weather, as defined by the National Weather Service.

10. POST-SEPT. 1, 2020 WINTERIZATION AGREEMENT.

The YMCA agrees to assist with the winterization of the City of Hendersonville Patton pool. Specifically, the YMCA will assist with securing the pool cover, cleaning, and inventory of all furniture, including umbrellas, lounge chairs, tables, and other deck furniture, cleaning of storage and locker rooms, and any final deck cleaning.

The YMCA Executive and City of Hendersonville Public Works Director will meet each September to determine capital needs for the following year. At that time, both parties may terminate the contract for the remaining term.

- 11. POOL AND PARK RENTALS.** The YMCA will be responsible for scheduling all rentals of the City of Hendersonville Patton Pool and the sports fields, exclusive of the skate park. The YMCA will collect all monies for the pool and sports fields. The YMCA will provide lifeguards for special events and after-hours parties. Pool rentals will be required to have a minimum of two (2) lifeguards per rental. The YMCA operates on a 1:25 guard-to-swimmer ratio.

The City of Hendersonville will maintain control of the Pavilion and retain all monies collected for pavilion rentals.

The YMCA will not rent out the entire pool without the approval of the City of Hendersonville Public Works Director until after normal business hours.

- 12. MINIMUM SAFETY STANDARDS.** The City of Hendersonville agrees and acknowledges that it is its responsibility to maintain depreciable assets, capital investment, replacement, and repairs within established state and local codes.

- 13. PERSONNEL.** All YMCA employees who work at the City of Hendersonville Patton Pool and Park in fulfilling the terms of this agreement, including lifeguards, camp staff, program staff, YMCA aquatic safety assistants, and swim instructors, shall be employed by the YMCA and be considered employees of the YMCA. No pool manager, lifeguard, or swim instructor shall be engaged by the YMCA as an "Independent Contractor" to fulfill the terms of this agreement.

The YMCA agrees to pay the following for the YMCA employees, including pool manager, lifeguards, YMCA aquatic safety assistants, and swim instructors:

- Wages
- Earned benefits
- Income tax withholdings
- Social Security withholdings
- State unemployment insurance
- Federal unemployment insurance
- Worker's compensation insurance

All lifeguards employed by the YMCA shall have a minimum of basic lifeguarding certificates, lifeguard training certificates, or the equivalent, as well as Infant/Child CPR, Adult CPR, Basic First Aid, AED, and O2 training.

The YMCA will establish pool rules and have the authority to discipline swimmers, guests, or patrons exhibiting unsafe or inappropriate behaviors that put themselves or others at risk. The YMCA will record all serious acts of discipline and patron violations of rules and safety standards and report them to City of Hendersonville. All behaviors will be measured against the posted rules of the City of Hendersonville Patton Pool and minimum safety standards as established herein. The YMCA has the right to deny access to anyone based on behavior.

YMCA personnel will be responsible for the following duties:

- Operate the pool within currently practiced safety standards
- Check the water chemistry and record readings; make a copy of the log available to City of Hendersonville Maintenance
- Vacuum the pool as needed
- Clean tiles around the pool edge
- Backwash the filter system
- Clean the bathhouse, including all wet areas (toilets, showers), periodically throughout the day and complete a thorough cleaning at the end of each day
- Clean both rear public restroom areas attached to the pool building
- Clear the swimming pool area of food, trash, and any other discarded items
- Empty trash daily from the pool deck and two (2) exterior bathrooms during the summer pool season
- Straighten and hose off deck furniture and wipe off tables as needed
- Order and replenish janitorial supplies in the bathhouse
- Enforce the rules of the City of Hendersonville Patton Pool or the safety and convenience of the patrons
- Complete inventory of all supplies and store them onsite
- Provide YMCA management with a copy of all completed incident reports
- Report any maintenance issue in a timely manner to the City Public Works Director
- Purchase stock for and clean the concession stand area

14. SWIMMING LESSONS. The YMCA will provide swimming instruction for the general public at the City of Hendersonville Patton Pool. The YMCA has exclusive rights to conduct swimming lessons at the City of Hendersonville Patton Pool during the term of this agreement. Private lessons may be arranged during non-peak usage times at Patton Pool. The YMCA shall be entitled to all fees paid. Payment of fees shall be solely the responsibility of individuals taking the lessons.

15. CONCESSION STAND. The YMCA will operate the concession stand for the City of Hendersonville Patton Pool. The YMCA will maintain the concession stand in accordance with state and local codes and will apply for all necessary permits. As the operator of the concession stand the YMCA is entitled to all revenue. The YMCA will purchase items for and stock the concession stand with items for resale.

16. YMCA USE OF PATTON PARK. The City of Hendersonville shall allow the YMCA to use Patton Park and Pool for the following purposes at no cost:

- a. The YMCA will have access to the soccer field, football field, and softball field for YMCA sports programs.
- b. Per Section 11 the YMCA will schedule all park rentals, exclusive of the pavilions and skate park, for the time of the agreement.

17. BACKGROUND CHECKS. Under North Carolina law, sex offenders are prohibited from coming onto City of Hendersonville's property at Patton Pool and Park. The YMCA shall conduct a check of all its employees, agents, and independent contractors that shall perform work at Patton Pool and Park on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry.

18. MARKETING AGREEMENT. The YMCA requests an exemption from the City's existing sign ordinance for temporary signs located at the entrance of Patton Park and Pool on U.S. 25. The YMCA shall be responsible for maintaining the signage with the City's approval defined herein. Items to be promoted:

- a. YMCA athletic programs and special events
- b. City of Hendersonville programs and special events
- c. Community events at the park or pool

19. INSURANCE. The YMCA shall maintain the following insurance coverage:

- a. Comprehensive general liability, including products and completed operations liability, contractual liability, property damage liability, bodily injury liability, and personal insurance with limits of at least \$1,000,000 per occurrence combined single limit
- b. Worker's compensation insurance in accordance with the laws of North Carolina and Employers' Liability insurance with limits not less than \$1,000,000 per accident and \$1,000,000 each employee injury by disease.

The City of Hendersonville agrees to indemnify the YMCA of Western North Carolina under the City's liability coverage.

Both parties shall list the other party as an additional insured on their insurance policies.

20. INDEMNIFICATION/LIABILITY. The City of Hendersonville shall indemnify and hold harmless the YMCA from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, including attorney's fees, caused by or arising out of any manner activities or functions by the YMCA's use or occupancy of the property, or any injury to person or persons, including death, resulting at any time from the activities of the YMCA or occurring while any individual is on the property of the City of Hendersonville for the YMCA purpose, except and unless said injury or death is the result of negligence on the part of the City of Hendersonville or its agent.

The YMCA shall indemnify and hold harmless the City of Hendersonville from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, including attorney's fees, caused by or arising out of any manner activities or functions by the YMCA's use or occupancy of the property, or any injury to person or persons including death, resulting at any time from the activities of the YMCA or occurring while any individual is on the property of the City of Hendersonville for the YMCA purpose, except and unless said injury or death is the result of negligence on the part of the City of Hendersonville or its agent.

21. AGREEMENT COST. The YMCA agrees to perform the services set forth above for the price of \$64,613.43 for the 2021 season. Subsequent years will have a 2.5% increase applicable to years (2) two (3) three (4) four (5) and five per swim year, upon specifications, conditions, and terms as set forth herein. In addition to the financial contribution from the City of Hendersonville, the YMCA will collect all monies associated with entry fees, food sales, and sports field rentals to offset the expense associated with program offerings at Patton Park.

Payments by the City of Hendersonville to the YMCA of Western North Carolina shall be made in accordance with the following schedule:

Year 1 Payment Schedule		Year 2 Payment Schedule		Year 3 Payment Schedule	
Payment before May 7, 2021	\$21,537.81	Payment before May 7, 2022	\$22,076.25	Payment before May 6, 2023	\$22,628.15
Payment before July 16, 2021	\$21,537.81	Payment before July 15, 2022	\$22,076.25	Payment before July 15, 2023	\$22,628.15
Payment before Sept. 3, 2021	\$21,537.81	Payment before Sept. 9, 2022	\$22,076.25	Payment before Sept. 2, 2023	\$22,628.15
Total	64,613.43	Total	\$66,228.75	Total	\$67,884.45

Year 4 Payment Schedule		Year 5 Payment Schedule	
Payment before May 5, 2024	\$23,193.86	Payment before May 3, 2025	\$24,107.04
Payment before July 14, 2024	\$23,193.86	Payment before July 12, 2025	\$24,107.04
Payment before Sept. 1, 2024	\$23,193.86	Payment before Sept. 6, 2025	\$24,107.04
Total	\$69,581.59	Total	\$71,321.12

21. CITY OF HENDERSONVILLE REPRESENTATIVE. Please direct YMCA communications to the following City of Hendersonville representative:

Name _____

Address _____

City _____ State _____ Zip _____

Telephone_____

Fax _____ Email_____

- 22. ACCEPTANCE.** Acceptance of this agreement by the City of Hendersonville through signatures below, and return of this agreement will constitute a contract entered into in accordance with the specifications, terms and conditions attached hereto.

YMCA of Western North Carolina

_____ Date_____
Hendersonville YMCA Executive Director

_____ Date_____
President and CEO

City of Hendersonville

_____ Date_____
Name

Director of Public Works

_____ Date_____
Name

City Manager



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 4/28/20

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 5/7/20

Nature of Item: Council Action

Summary of Information/Request:

Item # 05i

Adoption of City of Hendersonville Proposed Greenway Network Map:

During the development and implementation of the recently-adopted Subdivision Ordinance, Chad Meadows of CodeWright Planners strongly suggested that the City adopt a greenway network map to help staff during the review of subdivision plans. The map would serve to inform staff and developers where greenways may be required during the subdivision process. In addition, having a proposed greenway network better defined in an adopted map will be useful as staff applies for future greenway/trail grants.

Ben Allamong from the Engineering Department's GIS Division has created an interactive greenway network map. In addition, he gathered data from the Henderson County Greenway Master Plan and combined it with potential greenway extensions along area streams and existing sewer lines to complete the attached Proposed Greenway Network Map. Note that staff will work in the future to develop a greenway master plan and may combine it with much-needed revisions to the 2007 Pedestrian Plan. The greenway map will be further refined during this planning process. Major revisions will be brought before Council for re-adoption as necessary. We ask that Council adopt the attached Proposed Greenway Network Map and welcome any questions that you may have.

Budget Impact: \$ N/A

Is this expenditure approved in the current fiscal year

budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move City Council to resolve to adopt the attached City of Hendersonville Proposed Greenway Network Map dated May 2020 as presented by staff.

Attachments:

City of Hendersonville Proposed Greenway Network Map, May 2020



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Daniel Heyman

Department: Development Asst Dept

Date Submitted: 04/28/2020

Presenter: Daniel Heyman, Senior Planner

Date of Council Meeting to consider this item: 05/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05j

File #P20-17-ANX

The City has received a petition from Charles S. Campbell, Jr., Marianne Ewbank Campbell, Joseph Boothroyd Ewbank and Linda C. Ewbank for a contiguous annexation of PINs 9568-18-5388, 9568-17-5727, 9568-18-8043, 9568-18-8429 and 9568-18-9677 located at the corner of 5th Avenue West and Westbrook Street which is approximately 15.591 acres. Please refer to the attached map.

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

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

Suggested Motion:

I move Council to accept the City Clerk's Certificate of Sufficiency for the Campbell petition and set June 4, 2020 as the date for the public hearing.

Attachments:

Clerks Certificate of Sufficiency
Map

CERTIFICATE OF SUFFICENCY

**Re: Petition for Contiguous Annexation
Charles S. Campbell, Jr., Marianne Ewbank Campbell, Joseph Boothroyd
Ewbank and Linda C. Ewbank
File No. P20-17-ANX**

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

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of 15.591 acres identified as tax parcels 9568-18-5388, 9568-17-5727, 9568-18-8043, 9568-18-8429 and 9568-18-9677.

A. According to the Development Assistance Department, the area described in the petition meets all of the standards set out in GS160A-58.1(b).

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

Having made the findings stated above, I hereby certify the petition for satellite annexation presented by Charles S. Campbell, Jr., Marianne Ewbank Campbell, Joseph Boothroyd Ewbank and Linda C. Ewbank is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 22 day of April, 2020.

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



CITY OF HENDERSONVILLE
APRIL 2020

IVY CROSSING

P20-17-ANX

DEVELOPMENT ASSISTANCE DEPARTMENT
CONTIGUOUS ANNEXATION

PINS: 9568-17-5727,
9568-18-5388,
-8043, -8429, -9677

APPROXIMATELY
15.591 ACRES



Subject Property

Hendersonville City Limits



0 150 300 600
Feet



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/24/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 4/24/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05k

In order for the City to eligible for Federal Emergency Management Administration (FEMA) funding we must have a recently adopted hazard mitigation plan. Our plan has been developed in partnership with Henderson, Polk, Rutherford and Transylvania Counties and the municipalities in each county. We had several staff members participate on the committee. The plan is over 500 pages in length so it is not included in the agenda. However, I have an electronic copy I can provide you or a hard copy is located on the front desk outside of Tammie's office. Staff recommends adoption of the attached resolution.

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

Suggested Motion:

I move that the City Council resolve to adopt the following resolution adopting the South Mountains Regional Hazard Mitigation Plan.

Attachments:

Proposed resolution

**RESOLUTION TO ADOPT THE
SOUTH MOUNTAINS REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, City of Hendersonville is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the City of Hendersonville desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Hendersonville City Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Hendersonville City Council to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the City of Hendersonville ; and

WHEREAS, City of Hendersonville, in coordination with Henderson, Polk, Rutherford and Transylvania Counties and the participating municipalities within those Counties has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency are reviewing the South Mountains Regional Hazard Mitigation Plan for legislative compliance and will approve the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Hendersonville, North Carolina hereby:

1. Adopts the South Mountains Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on May 7, 2020.

Barbara G. Volk, Mayor
Hendersonville, North Carolina

ATTEST:

Tammie Drake, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/29/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 5/7/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 051

North Carolina General Statute 160A-266(b) allows us to sell personal property owned by the City valued at less than \$30,000 at a fair market negotiated price. City Clerk Tammie Drake has requested permission to buy her city issued cell phone from the City. The finance department has researched similar devices on e bay and the average sale price is \$140.00. Tammie has agreed to purchase the phone for that amount. Therefore, I recommend selling the Samsung Galaxy S8 to Tammie Drake for the amount of \$140.00.

Budget Impact: \$ 140.00

Is this expenditure approved in the current fiscal year budget? If no, describe how it will be funded.

Suggested Motion:

I move City Council to resolve to approve the sale of the Samsung Galaxy S8 to Tammie Drake for \$140.00.

Attachments:

Ebay Pricing Sheet



Samsung Galaxy S8 Sm-g950u - 64gb - Arctic Silver (sprint) (6221a)

★★★★★ (1K+) Free shipping

\$108.00 [eBay](#) [Explore more options](#)

Display: 5.8" · 2960 x 1440p · Super AMOLED · 18.5:9 ratio (~570 ppi density) · Rear Camera: 12 MP · (f/1.7) · Dual Pixel · Front Camera: 8 MP · (f/1.7)



Samsung Galaxy S8+ Sm-g955u 64gb Arctic Silver (unlocked) - Seller

★★★★★ (1K+) Free shipping

\$199.99 [eBay](#)

Samsung Galaxy S8+ G955U 64GB 4G LTE CDMA/GSM Unlocked USED - In Stock NEAR MINT CONDITION (LN). This phone is in almost perfect condition. Comes complete with charger, battery and back cover; all nicely packed in original Box. Tested for Full Functions R2 Ready for Reuse. Photos are Original and Generic. "9/10 CONDITION" (R). Comes complete with charger, original battery, and back cover; all nicely packed in Retail Box. Phone is in very good condition and can shows very



Samsung Galaxy S8 Sm-g955u - 64gb - Arctic Silver - Unlocked

★★★★★ (1K+) Free shipping

\$149.99 [eBay](#) [Explore more options](#)

Display: 5.8" · 2960 x 1440p · Super AMOLED · 18.5:9 ratio (~570 ppi density) · Rear Camera: 12 MP · (f/1.7) · Dual Pixel · Front Camera: 8 MP · (f/1.7)



Samsung Galaxy S8+ Sm-g955u - 64gb - Arctic Silver (sprint) (6231a)

★★★★★ (1K+) Free shipping

\$117.00 [eBay](#)

The screen is scratched and has a pink imprint/image burn (heavy) and black spots, edges are scuffed, back is scratched, everything else works. See pictures. Auction includes phone, battery, battery cover, and wall charger. Condition: This phone is poor condition. Phone is fully functional. Clean ESN It works on the Sprint network. SIM card NOT included Comes with: Phone Battery Battery cover Wall charger



Samsung Galaxy S8 Sm-g950u1 - 64gb - Silver (unlocked) C Light Shadow

★★★★★ (64) Free shipping

\$159.99 [eBay](#)

Condition: This phone is in poor condition Heavy sign usage phone is fully functional Clean esn and Carrier compatibility Factory Unlocked it work AT&T Verizon T-mobile and more Auction Include Phone Generic wall charger



Samsung Galaxy S8+ Sm-g955u - 64gb - Arctic Silver Unlocked From

Free shipping

\$110.00 [eBay](#)

Samsung Galaxy S8+ SM-G955U - 64GB - Arctic silver (T-Mobile) Smartphone. Condition is Used. Shipped with USPS Priority Mail. Phone has multiple cracks on screen as well as a black dot. See photos full cosmetic condition of the phone. Aside from cracked screen, phone works fine.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/24/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 5/7/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05m

Staff has received the following request from Ken Reiter and Matt Springer regarding deferring the City's portion of the Grey Hosiery Mill loan payments for short period of time. Staff participated in a conference call with Ken and Matt and they stated that unit leasing was going very well until the "Stay at Home Order" was issued by the governor. They have offered to schedule a conference call with the City Council to discuss this request.

Under the \$500,000 Loan,

Grey Mill Ventures will defer the \$100,000 payment due June 30th until no later than December 31st

Under the \$200,000 loan,

Grey Mill Ventures will pay the January through March interest payments

Grey Mill Ventures will defer interest payments without penalty or accrued interest until October 1st

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

Suggested Motion:

I move that City Council resolve to defer Grey Mill Ventures loan payments until December 31st for the \$500,000 loan and until October 1st for April -September interest payments for the \$200,000 loan.

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Musselwhite

Department: Finance

Date Submitted: 04/29/2020

Presenter: Jennifer Musselwhite/John Buchanan

Date of Council Meeting to consider this item: 05/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05n

The Finance Department is submitting revisions to the adopted Utility Billing Policy and Procedures document that was adopted by City Council October 2019. These revisions submitted are for Section A (3), Customer Deposits under the Utility Billing Policy document. Listed below are the revisions that are submitted for Council consideration:

- 1) Customer(s) definition-Residential or Non-Residential customers.
- 2) New Account deposits- Definition for customers only includes residential property owners. Previous residential customers that establish good credit on a previous utility account(s) within the last 24 months may have the new account deposit waived.
- 3) Good Credit definition
- 4) Utility Credit check requirements
- 5) Non-residential Utility Credit Check

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

Suggested Motion:

I move that the City Council resolve to approve the revisions to Utility Billing Policy and Procedure document under Section A (3) Customer Deposits.

Attachments:

Current Utility Billing Policy Section A (3) Customer Deposits
Proposed Revisions to Section A (3) Customer Deposits

3. **Customer Deposit.** The purpose of a customer deposit is to try to ensure that all utility charges are collected. All new customer accounts are required to pay a deposit on the most recently approved rate tier. The customer's Utility Credit Worthiness and type of service may determine the deposit tier. Upon termination of an account, the deposit may be applied to any outstanding balance. Any remaining deposit greater than \$5.00, after applying to the outstanding balance, may be refunded. As part of the application process, the Customer Service Department may determine if you may be required to pay a deposit on your account based on your credit rating. With a good credit rating, this deposit fee may be waived. The amount of the deposit shall be set from time to time by the City Council (Rate & Fee Schedule).
- i. Any current customer that does not have a deposit with the City of Hendersonville whose service is involuntarily terminated for nonpayment, tampering, or other reasons more than twice in any 12-month period, may be required to pay a deposit in the amount described above.
 - ii. Any person requesting utility service who has previously had an unpaid balance to the City may be required to repay this amount, plus pay a deposit.
 - iii. The City has the right to apply the customer deposit to any unpaid utility charges after an account is more than 60 days past due. If all or any portion of a customer deposit is applied to past due charges, and the customer continues to receive utility services, the City may require the customer to replenish the deposit amount that may be added to the bill upon approval and subject to disconnection for nonpayment.
 - iv. Any customer that elects not to disclose their social security number will be considered a "high-risk," due to our inability to complete the credit check. Deposits will be calculated in the high-risk tier and calculated at (2) two times the deposit amount.

Customer Deposit. The purpose of a customer deposit is to try to ensure that all utility charges are collected. All new residential and non-residential customers are required to pay a deposit on the most recently approved rate tier. The customer's Utility Credit Worthiness and type of service may determine the deposit tier. Upon termination of an account, the deposit may be applied to any outstanding balance. Any remaining deposit greater than \$5.00, after applying to the outstanding balance, may be refunded. As part of the application process, the Customer Service Department may determine if you may be required to pay a deposit on your account based on your credit rating. With a good credit rating, this deposit fee may be waived. The amount of the deposit shall be set from time to time by the City Council (Rate & Fee Schedule).

- i. Any current **residential or non-residential** customer that does not have a deposit with the City of Hendersonville whose service is involuntarily terminated for nonpayment, tampering, **delinquencies**, returned payments, or other reasons more than twice in any 12-month period, may be required to pay a deposit in the amount described above.
- ii. Any customer ~~person~~ requesting utility service who has previously had an unpaid balance to the City may be required to **satisfy any outstanding balance**, plus establish a utility deposit. **The City may require a signed service application in order to establish the required deposit.**
- iii. The City has the right to apply the customer deposit to any unpaid utility charges after an account is more than 60 days past due. If all or any portion of a customer deposit is applied to past due charges, and the customer continues to receive utility services, the City may require the customer to replenish the deposit amount that may be added to the bill upon approval and subject to disconnection for nonpayment.
- iv. Any customer that elects not to disclose their social security number will be considered a "high-risk," due to our inability to complete the credit check. Deposits will be calculated in the high-risk tier and calculated at (2) two times the deposit amount.
- v. Any customer with the City of Hendersonville that has a returned payment for any reason other than City error may be required to have a utility deposit established on their account within 30 days. The City may require a signed service application in order to establish the required deposit.
- vi. **Any residential applicant(s) that are financially responsible for an established or previous account within the last 24 months and has (2) two years or more of documented payment history may have the deposit waived on a new residential account. This does not apply to non-residential customers such as rental property, commercial or industrial accounts.**
- vii. **Good credit is defined as no delinquencies, return checks, fraudulent credit/debit card transactions, tampering, and no involuntary disconnections in the past 12 months' during a continuous service period. The residential applicant(s) applying for new service must have been a**

primary or secondary financial responsible applicant.

- viii.** Customers that have credit freezes hold or other account blocks that will prevent the City to access your utility credit check will allow 24 hours to release the blocks. If after 24 hours, the City is unable to receive the Utility check report, the “high-risk tier” will be required for deposit on the utility account. The City will not allow multiple credit checks or withdrawing of applicants once the initial credit check has been processed or the deposit has been established.
- ix.** When one or more applicants apply for a utility account, the City will process the Utility credit check with both applicants. The deposit will be calculated on the “higher risk tier” for either applicant. The City will not allow multiple credit checks or withdrawing of applicants once the initial credit check has been processed or the deposit has been established.
- x.** Non-residential accounts that apply for service with a Federal Tax Identification number will be subject to a minimum deposit in the amount most recently approved in the Utility Fee Schedule. If the applicant wishes to establish an account with an individual social security number, the City will process a Utility credit check and the applicant will be financially responsible for the utility account.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/28/2020

Presenter: Adam Murr

Date of Council Meeting to consider this item: 05/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 05o

Approval of Special Appropriations Full Funding List

Per the City's Special Appropriations Policy, each year prior to budget adoption, the City Council may adopt a full funding list for special appropriations that will not be considered in their budget workshop discussions. The City Manager has a recommended list to go before the City Council, below. These appropriations are not approved with this action, approval happens with the budget ordinance adoption in June. This item exempts the presented requests from the adjustments made in the Budget Workshop. Please see the Special Appropriations Policy, attached, for reference. The following are recommended to be considered for the full funding list:

Henderson County Economic Investment Fund:	\$50,000	Fund 60
Henderson County Partnership for Economic Development:	\$20,000	Fund 10
Henderson County Planning Department:	\$142,762	Fund 10
Henderson County Rescue Squad:	\$10,000	Fund 60
IAM - Leak Repair Program:	\$10,000	Fund 60
Merchant's and Business Association:	\$2,000	Fund 10
Mills River Partnership:	\$70,000	Fund 60

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

Expenditure will occur next fiscal year; costs will be programmed into the FY20-21 budget upon Council approval.

Suggested Motion:

I move City Council resolve to approve the full funding list as presented.

Attachments:

Special Appropriations Policy, below

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

SECTION 1. Special Appropriations Overview

A special appropriation is an allocation of funding to a specific outside agency. An agency may request for funding with the City each year during the budget process. City Council approves special appropriations based on applications submitted. This application provides general and specific information regarding the agency requesting funds and the purpose for how the funds will be used.

SECTION 2. Purpose

The purpose of the City's Special Appropriations Policy is to provide legal references and a general framework for the effective, efficient, and equitable distribution of City funds to outside agencies in the most financially prudent manner as possible while minimizing risk.

SECTION 3. Legal Considerations

The North Carolina Constitution and General Statutes provide the legal framework under which local governments operate.

- 3.1 The three key legal limitations to the expenditures of public funds are (1) the expenditure be for a public purpose, (2) the activity supported be one in which the local government has the statutory authority to engage, and (3) the expenditure not be inconsistent with the laws or the constitution of the state or federal government.
- 3.2 The courts have used two guiding principles in determining whether a particular activity is for a public purpose: (1) whether it involves "a reasonable connection with the convenience and necessity of the [local government]", and (2) whether it "benefits the public generally, as opposed to special interests or persons."
- 3.3 A local government may contract with faith-based organizations as long as the contract (1) has a secular purpose, (2) has a primary effect of neither advancing nor inhibiting religion, and (3) does not create an excessive entanglement between the government and religion.

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

SECTION 4. Guidelines

The City will abide by the following guidelines in the annual selection and disbursement of special appropriations.

- 4.1 The City Budget Officer shall be responsible for organizing, collecting, and submitting requests for special appropriations to the City Council for their approval in the City's budget process.
- 4.2 The date that special appropriation requests are due shall be published in the City's Budget Calendar each fiscal year at least 30 days prior to the due date.
- 4.3 During the process certain requests may be deemed necessary and shall be assigned to the "Full Funding List" by City Council any time prior to the adoption of the annual Budget Ordinance. Requests assigned to the Full Funding List will require a unanimous vote from the City Council each fiscal year. The "Full Funding List" does not guarantee the request will be approved and still must be adopted as part of the City's annual Budget Ordinance.
- 4.4 All requests not assigned to the Full Funding List shall be discussed at a normal Budget Workshop of the City Council. In addition to discussion, the City Council shall recommend appropriation levels for each request. The City Budget Officer shall provide a recommended total funding level for all requests not on the Full Funding List.
 - 4.4(a) The City Budget Officer will, to the best of his/her ability, identify and notify City Council of any requests that may violate the North Carolina Constitution and/or General Statutes.
- 4.5 Final approval of funding for special appropriations shall be made in the annual Budget Ordinance.
 - 4.5(a) Any request for funding outside of the normal special appropriations process may be heard at the City Council's discretion.
- 4.6 After funding has been approved the requesting agency shall agree to and sign a Special Appropriations Funding Agreement (attached, APPENDIX A) with the City of Hendersonville before any funds will be appropriated.

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fifth day of May, 2016.

ATTEST:

Barbara G. Volk, Mayor

Tammie K. Drake, City Clerk

APPENDIX A

SPECIAL APPROPRIATIONS FUNDING AGREEMENT

NORTH CAROLINA

CITY OF HENDERSONVILLE

This Agreement made and entered into the 1st day of July, [YEAR] by and between the City of Hendersonville, North Carolina, hereinafter referred to as the "CITY", and the [ORGANIZATION NAME], hereinafter referred to as the "AGENCY."

WHEREAS, the CITY has requested services from the AGENCY to carry out its programs and activities; and

WHEREAS, the CITY, through its City Council, has appropriated the sum of [DOLLAR AMOUNT] in funding for the fiscal year ending June 30, [YEAR] to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the CITY set out herein are necessary to insure accountability for the expenditure of public funds by the CITY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the CITY in a manner and for the purposes specified in their Application, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the CITY agrees to pay the AGENCY up to the amount of money authorized in the CITY budget for the fiscal year. Payment of such amount shall be made in a manner determined by the CITY.
3. If the AGENCY violates any of the provisions of this Agreement, the CITY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the CITY, shall be the property of and be returned to (or remain with) the CITY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the CITY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
7. Upon request of the CITY the AGENCY shall submit to the CITY a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
8. Upon request of the CITY the AGENCY shall provide an accounting of CITY funds to the CITY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the CITY within 30 days of the request. Further, the CITY shall be entitled to audit the AGENCY's expenditure of CITY funds at the CITY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the CITY within thirty (30) days of the CITY's request for said funds.
9. The CITY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.

APPENDIX A

11. Upon request of the CITY the AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701).
12. The CITY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees, partners, and agents, which persons it is agreed are not officers, employees, or agents of the CITY.
13. The Agreement may only be amended by written amendments mutually agreed upon by and between the CITY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

CITY OF HENDERSONVILLE

CITY CLERK _____ Date _____

BY: BARBARA G. VOLK _____ Date _____
Mayor, City Council

BY: PRINTED NAME _____ Date _____
Authorized Agency Official

BY: AUTHORIZED SIGNATURE _____ Date _____
Authorized Agency Official

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

CITY Finance Director _____ Date _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tyler Morrow

Department: Development Asst Dept

Date Submitted: 4-27-2020

Presenter: Tyler Morrow, Planner

Date of Council Meeting to consider this item: 5-7-2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 06

The City is in receipt of an application for a rezoning from Jeff Justus. The applicant is requesting to rezone the subject property, parcel number 9578-51-0342, from R-15 Medium Density Residential, C-3 Highway Business and C-3 SU Highway Business Special Use to C-3 Highway Business. The total subject area is approximately 4.17 acres.

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

Suggested Motion:

Suggested motions are on page 7.

Attachments:

Photos of the property
Existing land use map
Existing zoning map
Future land use map
Floodplain map.

M E M O R A N D U M

TO: Honorable Mayor and City Council

FROM: Development Assistance Department

RE: 1601 Old Spartanburg Rd. Rezoning

FILE #: P20-15-Z

DATE: May 7th, 2020

PROJECT HISTORY

The City is in receipt of an application for a rezoning from Jeff Justus. The applicant is requesting to rezone the subject property, parcel number 9578-51-0342, from R-15 Medium Density Residential, C-3 Highway Business and C-3 SU Highway Business Special Use to C-3 Highway Business. The total subject area is approximately 4.17 acres. Photographs of the property can be found on page 9.

EXISTING LAND USE & ZONING

The subject property currently contains several structures.

On July 8th, 1999, City Council rezoned a section of this parcel to C-3 SU for the purpose of allowing the owner to operate an antique retail store from the existing residential structure at 1607 Old Spartanburg Road. The Special Use permit stated that the retail operation would be limited to the existing residential structure and that the only permitted uses for the structure would be dwelling or retailing.

Parcels to the north are zoned R-15 Medium Density Residential. Parcels to the north east are zoned C-4 neighborhood commercial and contain Fitclub Inc. The parcels to the east are zoned R-15 and Community Commercial by Henderson County. Parcels to the south are zoned C-3, Community Commercial, and PRD Planned Residential Development and contain commercial uses and Hillside Commons. Parcels to the south west are zoned C-3 and I-1 industrial and contain Southern Concrete Material and Selee Corporation. Parcels to the west are zone C-3 and I-1. Parcels to the North West are zoned C-3 SU, Highway Business Special Use.

Surrounding land uses and zoning districts are shown on the “Existing Land Use” and “Existing Zoning” maps located on pages 10 and 11 respectively.

PROPOSED ZONING CLASSIFICATION

The subject area is proposed to be rezoned to C-3 Highway Business zoning district which

is designed primarily to encourage the development of recognizable, attractive groupings of facilities to serve persons traveling by automobile and residents. Since these areas are generally located on the major highways, they are subject to the public view. They should provide an appropriate appearance, ample parking, and be designed to minimize traffic congestion.

ANALYSIS

Listed in Table A is an outline of the dimensional requirements for the C-3 zoning district classification. Table B is an outline of the dimensional requirements for the R-15 zoning district classification.

Table A

Dimensional Req. C-3	Residential	Non-Residential
Minimum Lot Area	6,000 Sq. Ft.	10,000 Sq. Ft.
Minimum Lot Width at Building Line	50 Feet	80 Feet
Minimum Front Yard	20 Feet	35 Feet
Minimum Side Yard	8 Feet	15 feet
Minimum Rear Yard	10 Feet	20 Feet
Maximum Building Height	35 Feet	48 Feet

Table B

Dimensional Req. R-15	Residential
Minimum Lot Area	15,000 Sq. Ft.
Minimum Lot Width at Building Line	85Feet
Minimum Front Yard	30 Feet
Minimum Side Yard	10 Feet
Minimum Rear Yard	15 Feet
Maximum Building Height	35 Feet

The following uses are permitted by right in the C-3 Highway Business Zoning District Classification, provided that they meet all requirements of the ordinance.

C-3, Highway Business District

Permitted Uses:

- Accessory dwelling units subject to special requirements contained
- in Section 16-4, below
- Accessory uses & structures

- Adult care centers registered
- Animal hospitals & clinics as long as they contain no outdoor kennels
- Automobile car washes
- Automobile sales & service establishments
- Automotive paint & body work
- Banks and other financial institutions
- Bed & breakfast facilities
- Business services
- Congregate care facilities, subject to special requirements contained in Section 16-4, below
- Construction trades facilities so long as the storage of equipment and materials is screened from view from
 - any public rights-of-way
- Convenience stores with or without gasoline sales
- Cultural arts buildings
- Dance and fitness facilities
- Dry cleaning and laundry establishment containing less than 6,000 ft² of floor area
- Farm equipment sales & service
- Food pantries, subject to the special requirements contained in Section, 16-4 below)
- Food processing establishments containing less than 10,000 ft² of gross floor area
- Funeral homes
- Golf driving ranges & par three golf courses
- Greenhouses & commercial nurseries
- Home occupations
- Hotels and motels
- Laundries, coin-operated
- Microbreweries, subject to special requirements contained in Section 16-4, below
- Mobile food vendors, subject to special requirements contained in Section 16-4, below
- Mobile homes sales establishments so long as they are situated on a major thoroughfare containing four or more traffic lanes
- Music and art studios
- Newspaper offices and printing establishments
- Nursing homes subject to special requirements contained in Section 16-4, below
- Offices, business, professional and public
- Parking lots and parking garages
- Parks
- Personal services
- Planned residential developments (minor), subject to the requirements of Article VII, below
- Progressive care facilities subject to special requirements contained in Section 16-4, below
- Public & semi-public buildings
- Recreational facilities, indoors
- Recreational facilities, outdoors, commercial
- Religious institutions
- Repair services, miscellaneous
- Residential care facilities
- Residential dwellings, single-family
- Residential dwellings, two-family
- Rest homes subject to special requirements contained in Section 16-4, below
- Restaurants
- Restaurants, drive-in
- Retail stores
- Schools, post-secondary,

- | | |
|--|--|
| business, technical and vocational | subject to special requirements contained in Section 16-4, below |
| • Schools, primary & secondary | • Telecommunications towers, subject to special requirements contained in Section 16-4, below. |
| • Service stations | • Theaters, indoor |
| • Signs, subject to the provisions of Article XIII | • Wholesale businesses |
| • Telecommunications antennas, | |

Conditional Uses:

- | | |
|---|-----------------------------|
| • Animal boarding facilities | • Mini warehouses |
| • Bus stations | • Private clubs |
| • Childcare centers | • Public utility facilities |
| • Civic clubs & fraternal organizations | |

The R-15, Medium-Density Residential zoning district is intended for areas in which the principal use of land is for medium-density single-family residences. The permitted and conditional uses for the R-15, Medium Density Residential zoning district are listed below.

R-15, Medium-Density Residential District
--

Permitted Uses:

- | | |
|--|---|
| • Accessory dwelling units | • Religious institutions containing no more than 50,000 ft ² of gross floor area |
| • Accessory structures | • Residential dwellings, single-family |
| • Adult care homes so long as the use is clearly incidental to the residential use of the dwelling and does not change the essential residential character of the dwelling | • Residential dwellings, two-family |
| • Camps | • Signs, subject to the provisions of Article XIII |
| • Childcare homes so long as the use is clearly incidental to the residential use of the dwelling and does not change the essential residential character of the dwelling | • Telecommunications antennas, subject to special requirements contained in Section 16-4, below |
| • Home occupations | |
| • Parks | |
| • Planned residential developments (minor) | |

Conditional Uses:

- | |
|--|
| • Bed and breakfast facilities |
| • Cemeteries |
| • Public utility facilities |
| • Schools, primary & secondary, containing no more than 50,000 ft ² of gross floor area |

COMPREHENSIVE PLAN CONSISTENCY

According to N.C.G.S.160A-383, zoning map amendments shall be made in accordance with a comprehensive plan. As shown on the map located on page 12, the 2030 Comprehensive Plan's Future Land Use Map designates the subject area as Neighborhood activity center and Natural Resource/Agricultural.

The purpose of the Neighborhood Activity Center future land-use category 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 primary and secondary recommended land uses for the Neighborhood Activity Center land use category are as follows:

Primary

- Neighborhood retail sales and services

Secondary

- Offices
- Multi-family residential
- Live-work units
- Public and institutional uses
- Pedestrian amenities (plazas, outdoor seating, etc.)
- Mixed uses

The purpose of the Natural Resource/ Agricultural future land-use 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 primary and secondary recommended land uses for the Natural Resource/Agricultural land use category are as follows

Primary

- Open space
- Recreational amenities
- Low-impact stormwater management facilities
- Flood storage
- Agricultural uses

Secondary

- Utilities other than stormwater management
- Single-family attached and detached structures
- Cemeteries

Parcels to the north and east are classified as High Intensity Neighborhood and Natural Resource/ Agricultural. Parcels to the south are classified as Neighborhood Activity Center and High Intensity Neighborhood. Parcels to the west are classified as Neighborhood Activity Center and Business Center.

FLOODPLAIN DESIGNATION

A portion of this property is located within the 100- year floodplain, as shown on the flood map provided on page 13. Per Section 17-2-4 of the City of Hendersonville Zoning Ordinance, historically, some areas of the City's planning jurisdiction were developed despite the fact that they lie within the 100-year floodplain. In order to address concerns about urban blight, this section allows redevelopment to occur on existing developed sites which no longer function as natural flood plain and when such redevelopment will not result in any further loss of floodplain functionality. Where feasible, redevelopment proposals should demonstrate an improvement in the site's functionality in the floodplain. Requirements for redevelopment are outlined in the ordinance and must be complied with prior to issuance of a zoning compliance permit.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on April 20th, 2020. The Planning Board voted unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville. Changing the zoning designation of the subject parcels from R-15 Medium Density Residential, C-3 Highway Business and C-3 SU Highway Business Special Use to C-3, Highway Business based on the zoning ordinance guidelines.

ZONING ORDINANCE GUIDELINES

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

1. **Comprehensive Plan consistency.** Consistency with the Comprehensive Plan and amendments thereto.
2. **Compatibility with surrounding uses.** Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
3. **Changed conditions.** Whether and the extent to which there are changed conditions, trends or facts that require an amendment.
4. **Public interest.** Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding

neighborhood, is in the public interest and promotes public health, safety and general welfare.

5. **Public facilities.** Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
6. **Effect on natural environment.** Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands, and wildlife.

SUGGESTED MOTIONS

For Recommending Approval:

I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of parcel number 9578-51-0342, from R-15 Medium Density Residential, C-3 Highway Business and C-3 SU Highway Business Special Use to C-3, Highway Business, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map and that the rezoning is reasonable and in the public interest for the following reasons:

[PLEASE STATE YOUR REASONS]

For Recommending Denial:

I move the City Council not adopt an ordinance rezoning parcel number 9578-51-0342.

[PLEASE STATE YOUR REASONS]

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

IN RE: FILE NO. P20-15-Z

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

1. Pursuant to Article XI Amendments of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of parcel number 9578-51-0342, from R-15 Medium Density Residential, C-3 Highway Business and C-3 SU Highway Business Special Use to C-3, Highway Business.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 7th day of May 2020.

Barbara Volk, Mayor

ATTEST:

Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney





City of Hendersonville
March 2020

1601 Old Spartanburg Road Rezoning P20-15-Z Existing Land Use

Development Assistance Department

Residential

Bryan Easler
Toyota

Can Do Auto Sales

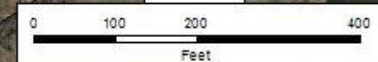
Fitclub, Inc

Pin: 9578510342
Approximately 4.17 Acres

Selee Corporation

Burger King

-  Subject Property
-  Hendersonville City Limits

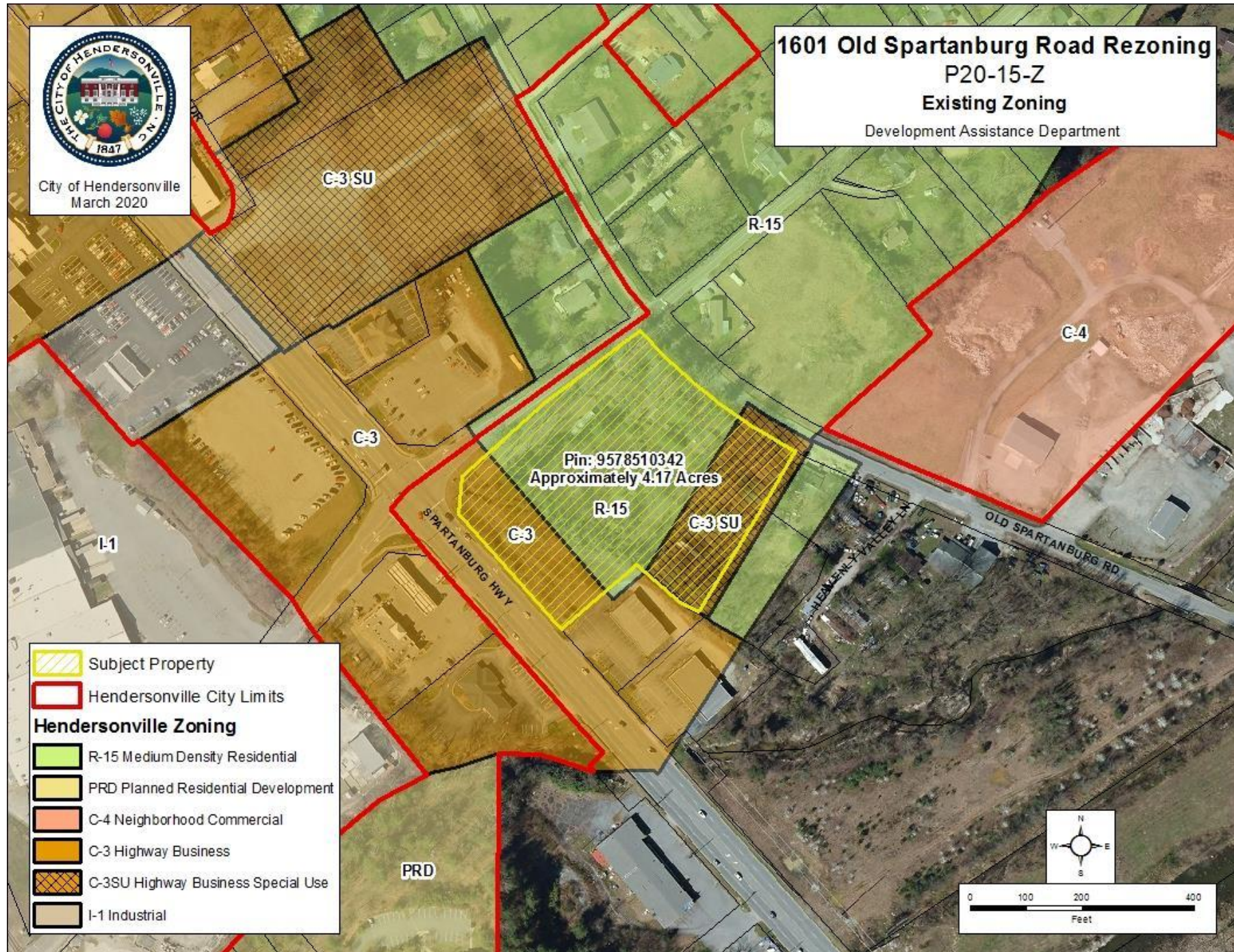




City of Hendersonville
March 2020

1601 Old Spartanburg Road Rezoning P20-15-Z Existing Zoning

Development Assistance Department

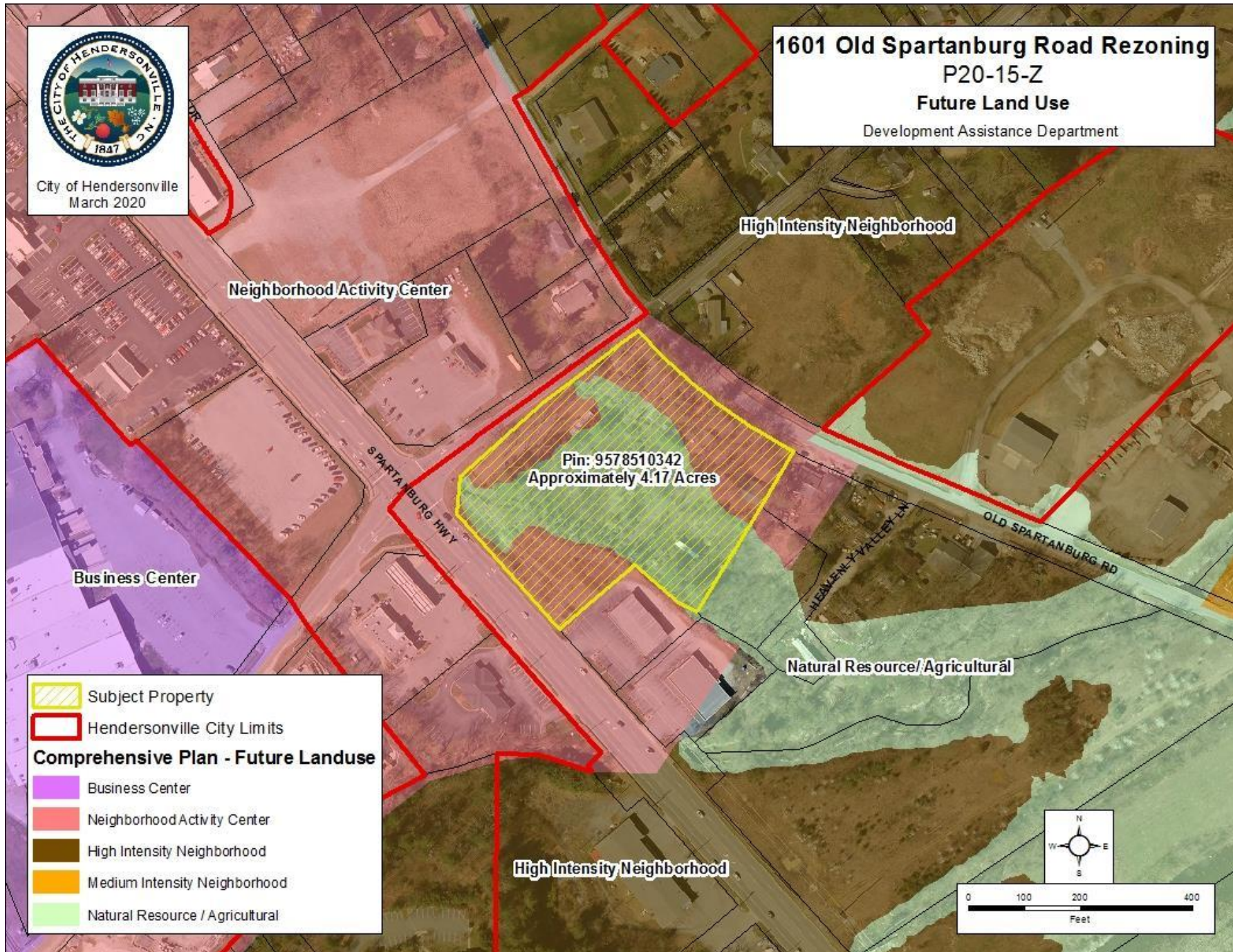




City of Hendersonville
March 2020

1601 Old Spartanburg Road Rezoning P20-15-Z Future Land Use

Development Assistance Department



Neighborhood Activity Center

High Intensity Neighborhood

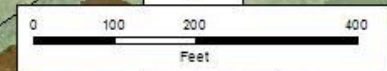
Pin: 9578510342
Approximately 4.17 Acres

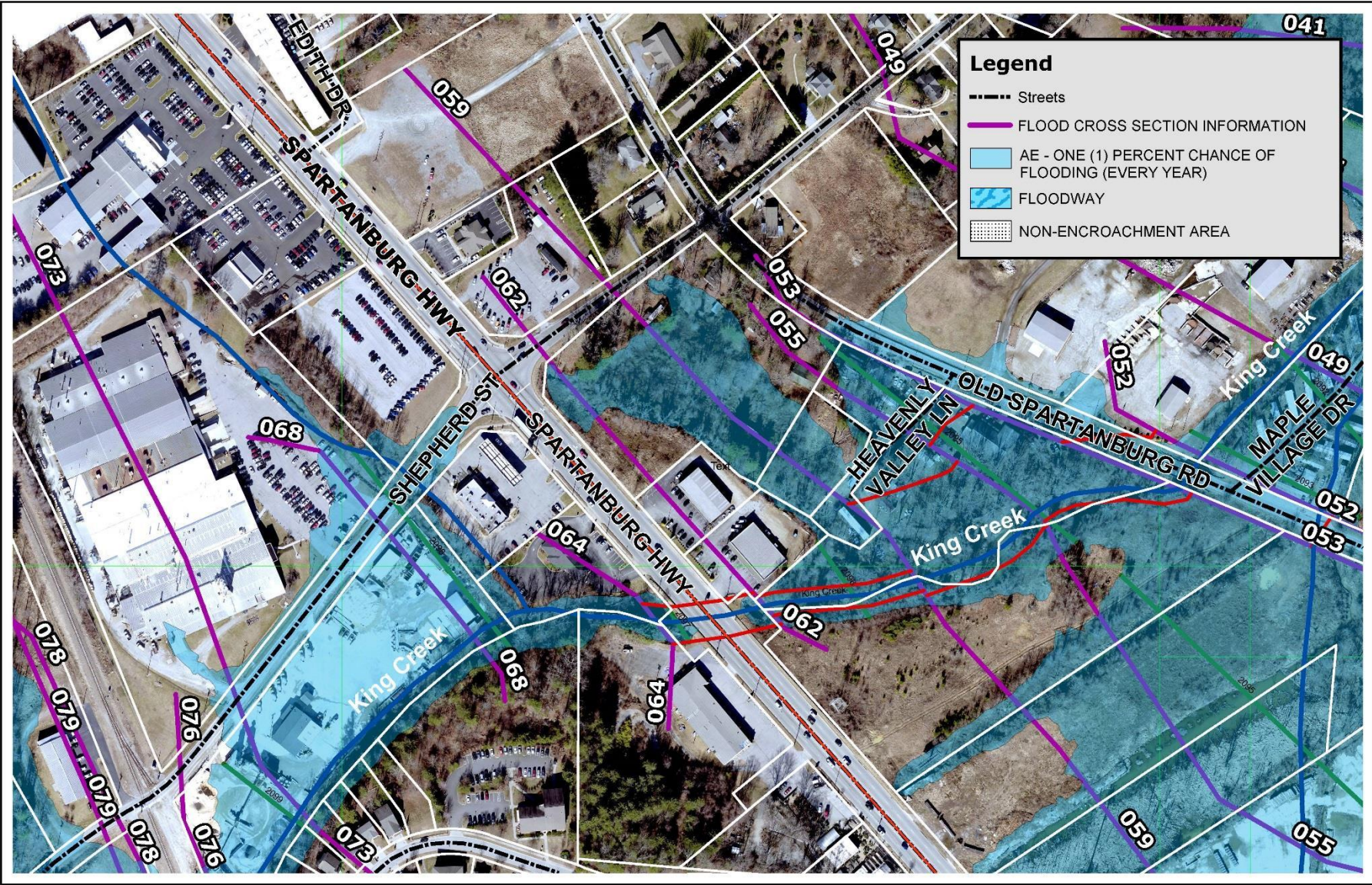
Business Center

Natural Resource/ Agricultural

High Intensity Neighborhood

- Subject Property
- Hendersonville City Limits
- Comprehensive Plan - Future Landuse**
- Business Center
- Neighborhood Activity Center
- High Intensity Neighborhood
- Medium Intensity Neighborhood
- Natural Resource / Agricultural







CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/21/2020

Presenter: Adam Murr

Date of Council Meeting to consider this item: 05/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

The City of Hendersonville has determined it is desirable to finance certain improvements to the Police Department Headquarters Project (the Project). The City is considering the issuance of a not to exceed \$11,500,000 installment financing for the purchase, acquisition, construction, and installation of the Project. An interim financing agreement is recommended to construct the Project. Upon completion of construction of the Project, the City will discharge the interim financing and enter into an installment financing contract with the United States Department of Agriculture (USDA) for long-term financing.

Staff recommends the City Council adopt the attached resolution, drafted by Special/Bond Counsel, Parker Poe Adams & Bernstein, LLP. The resolution directs Staff and Special Counsel to negotiate financing not to exceed \$11,500,000 and apply to the Local Government Commission (LGC) for approval of Contracts.

Budget Impact: \$ 11,500,000 **Is this expenditure approved in the current fiscal year budget?** N/A **If no, describe how it will be funded.**

A budget has been established for the Project (#18020). The City will receive proceeds of debt to fund the Project.

Suggested Motion:

I move City Council adopt a resolution directing the application to the Local Government Commission for approval of an installment financing contract and certain related matters.

Attachments:

Resolution directing the application to the Local Government Commission for approval of an installment financing for the negotiation of an installment financing contract and certain related matters.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH
CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING
CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

WHEREAS, the City of Hendersonville, North Carolina (the “City”) is a municipal corporation existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “State”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) purchase real and personal property, (2) enter into installment purchase contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the “City Council”) hereby determines that it is in the best interest of the City to (a) enter into a short-term installment financing contract (the “Interim Contract”) with a financial institution to be determined (the “Bank”) in order to obtain sufficient funds to construct a new police headquarters (the “Project”) and (b) to enter into a deed of trust and security agreement (the “Interim Deed of Trust”) related to the City’s fee simple interest in the real property on which the Project will be located (the “Site”) that will provide security for the City’s obligations under the Interim Contract;

WHEREAS, the City expects to discharge this Interim Contract upon completion of the construction of the Project, at which time the City will enter into an installment financing contract (the “USDA Contract,” and together with the Interim Contract, the “Contracts”) with the United States Department of Agriculture, Rural Development for long-term financing of the Project and execute and deliver a deed of trust and security agreement (the “USDA Deed of Trust,” and together with the Interim Deed of Trust, the “Deeds of Trust”) securing the City’s obligations under the USDA Contract;

WHEREAS, the City hereby determines that the acquisition of the Project is essential to the City’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Project will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the Contracts and Deeds of Trust is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City hereby determines that the Contracts allow the City to purchase the Project and take title thereto at a favorable interest rate currently available in the financial marketplace and upon terms advantageous to the City;

WHEREAS, the City hereby determines that the estimated cost of financing the acquisition of the Project is an amount not to exceed \$11,500,000 and that such cost of the acquisition of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the acquisition of the Project pursuant to the Contracts is expected to exceed the cost of financing the acquisition of the Project pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the Project pursuant to the Contracts and Deeds of Trust and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the

following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of acquiring the Project; and (3) no revenues are produced by the Project so as to permit a revenue bond financing;

WHEREAS, the City has determined and hereby determines that the estimated cost of financing the Project pursuant to the Contracts reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the City anticipates a future property tax increase to pay installment payments falling due under the Contracts and that such increase in taxes necessary to meet the sums to fall due under the Contracts will not be excessive;

WHEREAS, no deficiency judgment may be rendered against the City in any action for its breach of the Contracts, and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contracts;

WHEREAS, the City is not in default under any of its debt service obligations;

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

WHEREAS, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the North Carolina Local Government Commission (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Authorization to Negotiate the Contracts.*** That the City Manager and the Finance Officer, with advice from the City Attorney and Special Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the City for the financing of the Project for a principal amount not to exceed \$11,500,000 under the Contracts to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Interim Contract, as security for the City's obligations thereunder, the Interim Deed of Trust conveying a lien and interest in the Site, including the improvements thereon, as may be required by the entity, or its assigns, providing the funds to the City under the Interim Contract.

Section 2. ***Application to LGC.*** That the Finance Officer or his designee is hereby directed to file with the LGC an application for its approval of the Contracts and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the City and its financial condition as may be required by the LGC.

Section 3. ***Direction to Retain Financing Team.*** That the City Manager and the Finance Officer, with advice from the City Attorney, have retained the assistance of Parker Poe Adams & Bernstein LLP, as special counsel, and First Tryon Advisors, as financial advisor to the City.

Section 4. ***Repealer.*** That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 5. ***Effective Date.*** That this Resolution is effective on the date of its adoption.

PASSED, ADOPTED AND APPROVED this 7th day of May, 2020.

STATE OF NORTH CAROLINA)
)
CITY OF HENDERSONVILLE) SS:

I, *Tammie Drake*, City Clerk of the City of Hendersonville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled **“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO ”** adopted by the City Council of the City of Hendersonville, North Carolina in a special session convened on the 7th day of May, 2020, as recorded in the minutes of the City Council of the City of Hendersonville, North Carolina.

WITNESS my hand and the seal of the City of Hendersonville, North Carolina, this the ____ day of _____, 2020.

(SEAL)

Tammie Drake
City Clerk
City of Hendersonville, North Carolina



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/27/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 5-7-2020

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 08

City staff are developing options to improve public input for private development projects. Staff will present these options for City Council review and direction.

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

Suggested Motion:

None

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Buchanan

Department: Finance

Date Submitted: 4/21/20

Presenter: John Buchanan

Date of Council Meeting to consider this item: 5/7/20

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 10a

Investment Report/Management Summary:

As of March 31, 2020 the City's cash and investments consists of the following :

U.S. Treasuries	\$ 606,328.13
Government Agencies:	\$ 7,082,262.50
Municipal & NC:	\$ 1,501,282.50
Commercial Paper	\$ 3,976,568.05
NCCMT(FCB Cash):	\$ 25,385.54
NCCMT Cash	\$ 806,856.73
NCCMT Term	\$ 2,002,620.70
Rev Bond Funds	\$ 5,823,119.57
Central Depository:	\$ 4,448,577.14
Total	\$26,273,000.86

Investment income is expected to be approximately \$300,000 for FY 2020. Rates have fallen drastically in the last couple of months and will negatively effect interest earnings next fiscal year.

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

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

Attachments:

Investment Report

CITY OF HENDERSONVILLE
FIRST CITIZENS CUSTODIAN ACCOUNT

INVESTMENT REPORT

March 2020

Investment Name		Rating	Cusip	Price	Yield	Purchased Date	Issued Date	Maturity Date	Callabl e	Cost Basis	Coupo n Date	Annual Interest \$
TREASURY AND FEDERAL AGENCIES												
Federal National Mortgage As FNMA		Aaa/AA+	3136G2GR2	100.00	1.50%	4/28/2015	4/28/2015	4/28/2020	YES	1,335,000.00	10/28/ 4/28/	\$ 10,012.50 \$ 10,012.50
Federal Farm Credit Bank	FFCB	AAA/AA+	3133EJRL5	99.975	2.55%	6/26/2018	6/11/2018	6/11/2020	NO	1,749,562.50	6/11 12/11	\$ 22,312.50 \$ 22,312.50
Federal Farm Credit Bank	FFCB	Aaa/AA+	3133ELTK0	100	0.80%	3/16/2020	6/16/2019	6/16/2021	YES	2,000,000.00	1/6 7/6	\$ 16,250.00 \$ 16,250.00
Federal Home Ln. Mtg	FHLM		3134GATX2	99.885	1.66%	12/11/2019	12/10/2019	10/27/2021	YES	1,997,700.00		
US Treasury Note	USTN		912828M80		1.65%	12/11/2019	12/11/2019	11/30/2022	NO	606,328.13		
TOTAL TREASURY AND FEDERAL AGENCIES										7,688,590.63		
COMMERCIAL PAPER/CASH EQUIVALENT												
JPMorgan Securities LLC Disc Coml Disc. Coml Paper				98.87953		9/19/2019		4/16/2020		988,795.28		
Dartmouth College N H Taxable Disc Coml Paper			23745NFB2	99.605		3/1/2020		6/11/2020		996,050.00		
Exxon Corp Disc Coml Paper			30229AF53	99.583		2/1/2020		6/5/2020		995,833.33		
Korea Dev Bk Disc Coml Paper			5006E2F49	99.589		2/1/2020		6/4/2020		995,889.44		
TOTAL COMMERCIAL PAPER/ CASH EQUIVALENT										3,976,568.05		
OTHER INVESTMENTS (MUNI/BABS/)												
Forsyth Cnty-C-BABS	MUNI	Aaa AAA	3466227Y3	108.41	1.65%	11/3/2015	2/2/2010	4/1/2020	No	716,489.40	10/1/	\$ 11,708.40
Gaston County	GCNC	Aaa AAA	367298XL5	118.014	1.05%	5/24/2016	5/24/2016	2/1/2021	No	784,793.10	8/1	\$ 16,625.00
TOTAL OTHER INVESTMENTS (MUNI/BABS)										1,501,282.50		

Total Securities

NC Capt Management Cash

13,166,441.18

25,385.54

Total Security - Cost Basis

13,191,826.72

125,483.40

Interest Budgeted

Portfolio Allocation - by Security Type

25,385.54

GOVERNMENT SECURITIES

TRES

\$ -

0.00%

Fannie Mae FNMA

1,335,000.00

10.14%

Federal Home Loan bank FHLB

0.00%

Freddie Mac FHLMC

1,997,700.00

15.17%

Federal Farm Credit Bank FFCB

3,749,562.50

28.48%

US Treasury Note USTN

606,328.13

GOVERNMENT AGENCIES

7,688,590.63

58.40%

JPMC

\$ 3,976,568.05

30.20%

MUNI/OTHER

\$ 1,501,282.50

11.40%

\$ 13,166,441.18

100.00%

Portfolio Allocation - by Maturity Date:

2018

0.0%

2019

0.0%

2020 9,777,619.95

74.3%

2021 2,782,493.10

21.1%

2022 \$ 606,328.13

4.6%

\$13,166,441.18



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 04.29.20

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 05.07.20

Nature of Item: Council Action

Summary of Information/Request:

Item # 10b

Board/Commission Announcements: It is the policy of the Council to receive applications at one meeting, make appointments at the next.

Vacancies:

Animal Services Advisory Committee: 1 vacant position for a veterinarian.

Environmental Sustainability Board: There is one vacant position for a City representative. There are no applications on file at this time.

Walk of Fame Steering Committee: There is one vacant City position on the Steering Committee. There are no applications on file at this time.

June Appointments: At your June meeting, you will be considering (re)appointments to all those boards/commissions that expire at the end of June. These include:

ABC Board - Sherri Metzger has resigned. You will be appointing a replacement. You have received an application from William Calhoun.

Board of Adjustment: Bob Ward, Kathy Watkins, Chris Freeman

Downtown Advisory Committee: Michele Sparks, Carole Sitzler, Caroline Gunther, Matt Johnes

Environmental Sustainability Board: Geri Conley, Kim Bailey, Roger Bass, Reid Barwick

Tourism Development Authority: Sharon Carlyle- may not be reappointed. A replacement is necessary.

I will be in touch with these board members prior to the June meeting of the Council to ascertain their interest in continuing to serve.

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

Suggested Motion:

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 03/22/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 04/07/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 12

Closed Session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee or hear or investigate a complaint, charge, or grievance by or against an individual public officer (or employee) and to instruct the public body's staff concerning the position to be taken by or on behalf of the public body in negotiating the price, and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease as provided under NCGS §143-318.11(a)(6) and (5).

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

Suggested Motion:

I move that the City Council enter closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee or hear or investigate a complaint, charge, or grievance by or against an individual public officer (or employee) and to instruct the public body's staff concerning the position to be taken by or on behalf of the public body in negotiating the price, and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease as provided under NCGS §143-318.11(a)(6) and (5).

Attachments:

None